

The Solicitors Journal.

LONDON, AUGUST 15, 1885.

CURRENT TOPICS.

WE ARE REQUESTED to call attention to the notice, correcting the Vacation notice, which was issued on Thursday. It has reference to the postponement till the 20th inst. of the first day appointed for the sittings of the Vacation Judge in the Queen's Bench Chambers. We understand that the reason for the alteration is that Mr. Justice A. L. SMITH will be detained at Birmingham on assize business. The first day for the Chancery Vacation Sittings remains as before fixed.

IT IS A REMARKABLE FACT that Mr. Justice PEARSON has not, during the last sittings, disposed of a single witness action. The circumstance that this most industrious judge has not been able to deal with any part of this branch of his work shows the enormous pressure of the interlocutory business in the Chancery Division, arising mainly from the recent changes which have thrown so many heavy matters into chambers, with the result that they have to be adjourned into court.

IT IS TO BE HOPED that Mr. NORTON's letter, which we published last week, recording the ruling of the Attorney-General, will obtain the serious consideration of the learned Queen's Counsel whom it mainly concerns. The moral inertia of some of them on the subject dealt with by the letter has hitherto been difficult of removal, because it appeared to be hard to find a remedy which would be fair both to counsel and client. It would be unfair to counsel who had read his brief and got up his case, but, owing to an unexpected clashing of engagements, arising from the arrangements for the conduct of judicial business, was unable to appear at the hearing, to lose the whole of his fee. On the other hand, it is manifestly unfair that the client should pay for services which have never been rendered. The Attorney-General's practice seems to meet these difficulties. It is stated to be "to return so much of the brief fee as exceeds the amount which would have been proper if the brief had been simply a case for opinion." If this practice is generally adopted there will be an end to what has long been a discredit to the bar. It should, in fairness, be stated that the number of the members of the bar from whose practice this discredit has arisen has long been limited, and, we believe, has, of late years, become still more limited. We happen to know of instances in which leading counsel, fearing that they might be unable to appear at the hearing of a case, have returned briefs and fees, with the result that, when the time for hearing came, they found that they could have attended to the matter and earned their fees.

THE COURT OF APPEAL has decided, in the case of *Moody to Yates* (33 W. R. 785), that when, or so long as, the rent reserved by a lease is a peppercorn rent, a receipt for the last peppercorn due under the lease before the date of the actual completion of a purchase, is not a "receipt for the last payment due for rent under the lease" within the meaning of section 3, sub-section (4), of the Conveyancing Act of 1881; and therefore that such a receipt does not bind the purchaser to "assume, unless the contrary appears, that all the covenants and provisions of the lease have been duly performed and observed up to the date of actual completion of the purchase." We have nothing to object against the matter of this decision, which seems to be as good as, and for aught we know, better than, any other would have been. But we do not quite understand the reasons alleged by the judges for

coming to that conclusion; and, indeed, we are not quite sure what they were. Did the judges arrive at their decision upon a ground of purely verbal criticism?—namely, that the word used in the Act—"payment"—is in strictness only applicable to describe the passing of money, not of peppercorns, from one person to another? There is a great deal in the judgments to countenance this view; and the Master of the Rolls expressly laid down the doctrine that the sub-section does not apply to reservations of rents payable in kind, without regard to their magnitude. Our readers must therefore understand in future that a *reddendum* in the form, "Yielding therefor forty quarters of wheat at the Feast of St. Michael in every year of the said term," would not be the reservation of such a rent as is within the above-cited enactment. Our only objection against this reasoning would be, that it seems marvellously like much which we have heard described by learned judges in disparaging terms, such as "minute literal criticism"; and so much glibness has lately been displayed in citing the maxim, *Qui heret in litera, heret in cortice*, that the court's present attitude of straining at a gnat seems rather to remind us of previous feats in the way of bolting camels. And with what conceivable object did the Master of the Rolls allude to payment (or whatever it is) of a peppercorn as "that farce"? The description is quite true, of course; but the learned judge seems to have imagined that this fact affords some additional reason for excluding "renderings" of peppercorns from the sub-section. To us the inference seems to lie quite in the contrary direction. If the landlord knows that the tenant can have no possible motive in asking for a receipt for a peppercorn, except to use it as evidence of performance of covenants, this seems to make such receipts, when they do exist, much more noteworthy and deserving to be received in evidence than mere ordinary receipts for money. A presumption derived from a receipt might well be supposed to count against a landlord who, when he gave the receipt was, as we may say, served with express notice that the receipt was obtained solely for the purpose of raising the presumption. Therefore a purchaser runs much less risk of loss in accepting a receipt for a peppercorn as evidence of performance of covenants, or (which for this purpose is practically the same thing) of waiver of their non-performance, than in similarly accepting an ordinary receipt for money. This is, to say the least, not an additional reason for excluding the peppercorn receipts from the section.

WE MIGHT, perhaps, direct attention to the decision of the Court of Appeal in *In re Knatchbull's Settled Estate* (33 W. R. 569, L. R. 29 Ch. D. 588), as illustrating the very moderate amount of consistency which the court displays in dealing with the argument derived from the precise literal meaning of an Act of Parliament. The decision of Mr. Justice PEARSON, that "capital money arising under the Act" cannot, by virtue of section 21, sub-section (ii.), of the Settled Land Act of 1882, be applied in redemption of terminable charges created under the Improvement of Land Act, 1864, has been affirmed; and our readers are not likely to feel any dissatisfaction at this decision. But we find considerable symptoms of haziness pervading the reasoning by which it was arrived at. The decision amounts to saying that such terminable charges are not "incumbrances affecting the inheritance of the settled land," within the meaning of the above-cited section. Yet we find Lord Justice LINDLEY speaking to this effect:—"If you look at section 21 it is quite clear that, as far as the words go, it is clearly within the words;" and he only gets out of the difficulty by combining section 21 with section 53, and also with section 66 of the Improvement of Land Act. The other learned judges, including Mr. Justice PEARSON, all make some similar admission, though they do not put it quite so blankly. We should humbly have thought that there is a much simpler way to dispose of the

whole matter—namely, by denying that a terminable annuity, charged upon land, *does* affect the inheritance of the land. That expression seems to us to imply the existence of a permanent *corpus*, which abides and remains unlesened in size, notwithstanding the payment of interest in respect of it. How can something be said to be a charge upon the inheritance, which latter endures for ever, when, in the natural course of events, without any change in plan, the charge will cease to have any existence after the lapse of a few years? When money is raised to be expended in improvements, it might, of course, be raised in the form of a charge affecting the inheritance—that is, as a mortgage for a lump sum, bearing interest. But when a tenant for life is a party to the raising of money by means of a terminable annuity, what is this but to enter into an agreement that the charge created shall be such a charge as does *not* affect the inheritance? And how can he afterwards be heard, against his own contract, to pretend that it does?

WE COMMENTED some months since (*ante*, p. 314) on the operation of rule 2 of order 55 of the R. S. C., 1883, whereby certain classes of business are appointed to be disposed of in the chambers of the chancery judges. We referred more particularly to subsection 7 of this rule, whereby applications under the Lands Clauses Consolidation Act, 1845, for the *interim* and permanent investment and payment of dividends on purchase-money paid into court under that and cognate Acts (which applications used formerly to be made by petition) are now made by summons at chambers. The inconvenience which arose in *Re John Poole's Estate*, the case then referred to, has been experienced in many such instances, and it is satisfactory to know that it has been recognized by at least one judge of the Chancery Division. On Saturday, the 1st inst., Mr. Justice CHITTY had before him two petitions under the Lands Clauses Consolidation Acts in cases where some property belonging to Bethlehem Hospital and to Bridewell Hospital was taken for public improvements. In pronouncing his decision in these cases, the learned judge said that, although applications of this kind were, under the Rules of the Supreme Court, business to be disposed of in chambers, yet, under ord. 70, r. 1, the court had a discretion, and was not under an obligation to dismiss any such application when made in court. The broad construction put upon this rule by Mr. Justice CHITTY is likely to be exceedingly beneficial, and it is to be hoped that it will be adopted by the other judges of the Chancery Division. Mr. Justice CHITTY was of opinion that, in the cases then before him, petition was a cheaper mode of procedure than summons, and also more expeditious, and that proceeding by petition was often better than proceeding by summons. It may be added that if, in the case of a public institution, when the title is probably clear and well established, the application by petition is cheaper and more expeditious, how much more so is this the case when the title is complicated and the claimants to the fund are numerous? The learned judge, however, added that, although when the application by this mode appeared to be better than by summons he should make no objection, practitioners must be aware that, when they proceeded by petition in matters which could be done by summons, they did so at their own peril, and with the risk of losing any additional costs thereby incurred.

The Bar Library at the Royal Courts of Justice will be open for the use of members of the Bar on and after August 19, every Wednesday during the Long Vacation, from ten o'clock until half-past four.

The Times says that a perplexing problem has arisen at the Sussex Assizes at Lewes. At a former assize, before Lord Coleridge, a man was convicted of some offence, and sentenced to three weeks' imprisonment, and to find sureties to keep the peace, and to be further imprisoned till he found them. He suffered his three weeks' imprisonment, but could not find sureties, and so was detained in custody. A statute provides for his discharge after the lapse of a year, but the year had not elapsed, and will not have elapsed until next year. The case was mentioned to Mr. Baron Huddleston, who, however, said he could not interfere with the sentence of Lord Coleridge, the former Judge of Assize; and, as to Lord Coleridge, there was this difficulty—that his commission as Judge of Assize has expired, and the gaoler could not release his prisoner without legal authority. There was, therefore, apparently an insoluble legal problem, and at last it was settled that the High Sheriff should write to the Home Secretary and appeal to the plenary authority of the Crown.

ACCEPTANCE TO SATISFY THE STATUTE OF FRAUDS.

It is a common figure of speech to talk of driving a coach and horses through an Act of Parliament. This mode of speaking, though it involves a confusion of metaphor, is sufficiently graphic, but it hardly represents the gradual process by which in some cases so large an opening is made in the provisions of the enactment that it hardly keeps out any case at all. In these cases, first of all (to preserve the same kind of imagery) a little hand-barrow is poked through the section a few times, and then it is found that a cart cannot be kept out, and gradually the hole is made so large that the traditional coach and horses find ample space.

An illustration of this sort of thing is afforded, with respect to the well-known provisions of the Statute of Frauds, by the chain of decisions culminating in the recent case of *Page v. Morgan* (33 W. R. 793, L. R. 15 Q. B. D. 228). The 17th section of that statute, as our readers will be aware, provides that no sale of goods of the value of £10 or upwards shall be good unless there is a memorandum in writing, or part payment of the price, or acceptance and actual receipt of part of the goods. The decisions with regard to the question what constitutes acceptance and receipt for the purposes of this section are very numerous, and it is difficult, if not impossible, to reconcile all of them the one with the other. The current tendency has, however, been towards a lenient view of the requirements of the statute, and this last decision goes so far as to bid fair to render the discussion of these matters obsolete.

Stripping the case of all unnecessary detail, the facts seem to be these. There was an oral sale of wheat by sample. On the wheat being sent in sacks to the purchaser's mill, he received a certain number of sacks into the premises, and opened them and examined the contents to see if the bulk corresponded with the sample. Having done so he immediately rejected the wheat, on the ground that it was not equal to sample. It was held that there was evidence for the jury of an acceptance of the goods for the purposes of the statute.

At first sight this decision seems startling. At first sight there does not seem to be any opening in the section which ever could let such a coach and horses go through. But when the subject comes to be considered, it will be found very difficult, having regard to the previous decisions and to the logical consequences of what was there decided, to deny that this last decision was correct. At first sight it seems a very strong thing to say that, if a vendee does no more than what is actually necessary to examine the goods, and then immediately rejects them, he can be said to accept them. It has been held in many cases that acceptance must be something beyond mere receipt, because the statute speaks of both receipt and acceptance. What is there in the case as above stated beyond the mere receipt that can be construed to amount to an acceptance? It will soon appear, however, on reflection, that to answer this question it is necessary to consider, in the first place, what is meant by the term "acceptance" as used in the statute. If "acceptance" means an absolute taking to the property in the goods, it is clear that in the case as above stated there is no such acceptance. But is that the meaning of the term? It has been held that it is not. If there is an absolute taking to the property in the goods, there can be no right afterwards to reject the goods as not according to contract. It has been in former times contended that, to constitute an acceptance of goods within the statute, there must be such an absolute acceptance as would take away the right to reject the goods if not in accordance with the contract. But, somehow, when the question is put thus, it hardly seems good sense to say that the statute meant such an acceptance as this. The intention of the statute obviously was to prevent perjuries with regard to the existence of the contract, not with regard to its performance, and the acceptance of goods that would prove or corroborate the evidence of the existence of the contract seems to have nothing to do with the question whether there remains or not a right to reject the goods as not being in accordance with the contract. Accordingly in *Morton v. Tibbatts* (L. R. 15 Q. B. 428), the Court of Queen's Bench held that there might be an acceptance of goods within the statute, though the purchaser did not abandon his right to reject the goods if not in accordance with the contract. Since that decision it is clear that the acceptance, to satisfy the statute, need not be such an acceptance as would

imply an absolute taking to the property in the goods. Then what need it be? It follows, we think, inevitably from *Morton v. Tibbette*, when carefully considered, that the term "acceptance," as used in the statute, means really only that the actual receipt must be attended by such circumstances as imply that the vendee is receiving the goods with reference to a contract, or, in other words, that imply a recognition of the contract by him upon such receipt. There must be a taking of the possession under the contract, though there need not be a taking to the property.

In *Morgan v. Price* the vendee received the goods into his possession, and examined them to see if they corresponded with the sample, and ultimately refused them on the ground that they did not so correspond, not on the ground that there was no contract for their purchase. The judgment of the Court of Appeal distinctly lays down the principle above mentioned—viz., that receipt under such circumstances as import a recognition of the contract is the acceptance contemplated by the statute; and it must, we think, henceforth be taken that that is the governing principle in these cases.

The result, as it seems to us, will be to make these questions as to acceptance to satisfy the Statute of Frauds of rarer occurrence, because it seldom happens, before litigation commences, that a vendee ventures to deny the existence of a contract as a reason for refusing the goods. The reason alleged is usually that the goods are not in accordance with the contract. But when this is the case, the goods having been actually received, would not the vendee, by alleging as a ground for their rejection that they are not according to contract, give a colour to his receipt of the goods and recognize the existence of a contract? It would seem that he would.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

PERUSAL OF DRAFTS.

THE solicitor who would effectively peruse a draft on behalf of his client needs to be armed at two points. He must possess, or have ready to his hand, accurate information as to the facts stated and objects in view; and he must also possess the *quantum* of legal knowledge and common sense necessary for enabling him to judge the exact effect of what the draft, as submitted to him, will accomplish. The application of these principles will vary, of course, indefinitely as to the extent to which they may be called for in one case and another, but the principles themselves embrace all drafts alike.

The facts stated in a draft may be divided broadly into the two classes of those which do and those which do not depend on written documents; and the latter class, again, may be sub-divided, for practical purposes, into dry facts, differing from such as are supported by written documents only in that particular feature, and not in principle, and facts, the statement of which may carry with it an admission, or otherwise colour the draft. The verification of the first of these classes of facts, and of the first branch of the latter, for purposes of perusal demands a different order of labour from that called for in the verification of the second branch of our second class, and we will make a few observations on each head.

If it be stated in a draft that, by a certain deed, certain things were done, or that A. died on a given date, the solicitor who peruses the draft should reasonably satisfy himself of the accuracy of the statements, assuming, of course, that they concern his client. The length to which he will carry his investigation will, of course, properly depend very much on circumstances. He will, in most cases, receive without hesitation—except as to matters of vital importance—all kinds of secondary evidence. The practical business of life will not permit him to peruse the draft as if he were trying a criminal at the Old Bailey; but neither will he properly discharge his duty by taking everything for granted in lamb-like confidence. So long as men continue liable to err, intentionally and unintentionally, a reasonable amount of vigilance is needful in sifting statements of fact which a client is asked to accept.

Again, it is needful to see that all necessary facts are stated. The draftsman may have had imperfect materials, and, indeed, it often happens that etiquette places the preparation of a draft in the hands of a solicitor whose means of information are very much less complete than those of the solicitor to whom the draft is sent for perusal. The omission of one deed in a string of recitals may alter the whole

complexion of the draft, and it is by no means safe to assume that, because the recitals appear to fit in together, they must necessarily be complete.

So far the art called for rises to no higher level than patience and industry. The second branch of the second class requires, however, delicacy of handiwork rather than the more or less mechanical verification of which we have been speaking. No one knows better than a lawyer how many ways there are of saying, or rather of appearing to say, the same thing. A phrase, even a word, may require the most anxious consideration in a client's interest, though he may be wholly unable to realize the value of the service done to him. Under cover of an apparently guileless statement of fact there may lurk an admission which he cannot for a moment be prudently advised to make—an invitation as it were in pugilistic, and, possibly, also in legal, phraseology to put his head in chancery. The solicitor must always be on the alert to weigh and think out in all its bearings and eventualities every statement introduced into a draft which savours in any way of implication, inference, or admission.

Next, as to any engagement imposed on the client, whether as matter of conveyance, covenant, declaration, or otherwise. Here the solicitor gets to close quarters with the essence of the transaction. What is it that his client has, in fact, agreed to do? Does the draft properly express it? Do the subsidiary provisions, which are appended to the main clauses, fairly come within the spirit of the bargain? The key-note here must be the solicitor's instructions, and any written documents bearing on the matter. These will not, of course, generally cover the whole ground of the draft. The client who instructs a solicitor to peruse a draft conveyance of a piece of land will not also tell him in terms whether he will convey "as beneficial owner" or "as trustee." But if the instructions are substantially complete, a knowledge of the technical rules of conveyancing will enable the solicitor to do the rest. If they are not complete, that knowledge will avail nothing.

Concerning the making of alterations in a draft it may be said, in the first place, that the armour to which we have referred as necessary for the task of perusal is not intended for marauding purposes, neither is it to be confounded with a porcupine's offensive and defensive covering. The solicitor should never make alterations for the mere sake of making them, nor should he adhere to his own views on points of comparative unimportance beyond reasonable limits, or resist on principle all attempts to modify his work, no matter on what ground. Errors on each of these points are somewhat prevalent, and we may, therefore, be pardoned for dwelling on the subject for a short space.

As to the making of alterations for the sake of making them, this is not only a waste of time, but it is also reprehensible on the score of good taste. It cannot be too steadily remembered that the function of perusal does not embrace any school-of-art criticism on the draftsman's work. If in its original form, or as altered, a draft expresses all that is necessary, the artistic merit of the performance is a matter which concerns only the draftsman and his client. If the former has used an antiquated model instead of the latest improvement, he may have failed to distinguish himself from a prize-essay point of view; but the solicitor who peruses the draft has no right to correct it like a schoolboy's exercise. We are speaking, of course, strictly on the assumption that the shortcomings in draftsmanship are not of a nature to cast any doubt on the draft, or introduce any ambiguity into it. And even on that supposition there may, of course, be cases in which, on the score of expense, a solicitor who peruses a draft may be justly entitled to complain of its excessive and needless length—as, for instance, if a number of clauses now implied by law are introduced.

The length to which adherence to an alteration should be carried must obviously depend in part on its importance, and in part on its accuracy. If it be of great consequence, the tenacity should be proportionately great; and if it be absolutely necessary for accuracy, it is difficult to say when, if ever, it should be waived. Speaking generally, however, and not of exceptional cases, the principle of give and take is the true one to apply to alterations. The solicitor acts rightly in getting all he can for his client, but zeal in this respect may be carried to excess, and the spectacle of a draft passing backwards and forwards with 'stets' and 'outs' scattered about it in all the colours of the rainbow is not edifying professionally, or profitable to the clients. Moreover, it is a matter of observation in such cases that the contest is frequently waged over some comparatively insignificant point, while greater ones are left undisputed—the contentious spirit being apt to blind the sober judgment, and divert attention from really important points. This is often ludicrously the case with leases, where a covenant of the gravest importance is, perhaps, quietly assented to, and some clause as to which it is a hundred to one that it will never come into play at all is disputed hotly on behalf of the lessee. The alterations made in the first instance should rarely be placed on a level with laws of the Medes and Persians, and material points should be kept in view, and not obscured in the process of discussing matters of minor consequence. There are some practitioners to whom the insertion or deletion of a clause in red ink

seems to be a mere condition precedent to the converse process in blue ink.

To our thinking, much of the delay, expense, and trouble involved in the alteration and re-alteration of a draft might be avoided if solicitors were to meet more frequently when a draft is in process of settlement, and frankly exchange their views. It is astonishing how small and petty an alteration, or objection to it, sometimes looks when two solicitors sit down together with the draft before them to discuss the points of difference, and try to arrive at an understanding. Pen and ink possess wonderful properties for keeping alive a discussion which has the appearance, but no reality of substance.

Finally, in making any alterations in a draft, it is very necessary to study consistency. An alteration of a few words in one place may involve a quantity of identical or consequential alterations in other places. This fact is often overlooked in practice, with the result of leaving slovenly mistakes, and sometimes downright ambiguities, in the document. Perhaps the most fertile of all instances of this observation is afforded by mineral leases, in which one alteration, however trivial, often means an infinite number of others, until the eye and hand grow weary of the task, and the patience is well-nigh exhausted. The solicitor must, however, place his duty to his client above all personal considerations, and the tedium of the process to which we are referring affords no excuse in law or morals for inaccurate work.

REVIEWS.

INTERPRETATION OF DEEDS.

RULES FOR THE INTERPRETATION OF DEEDS. With a Glossary. By HOWARD WARBURTON ELPHINSTONE, ROBERT F. NORTON, and JAMES WILLIAM CLARK, Barristers-at-Law. William Maxwell & Son.

We have no hesitation in pronouncing this to be one of the best law books that have been published for some years past. It possesses in an equal degree the merit of being learned and the merit of being practical; and its learning is regulated by a great deal of judgment. Without in the slightest degree approaching the character of antiquarian dissertation, its frequent citations of the older reports and text-books give it a completeness and value which are wanting to the works of writers who have never bestowed more than an occasional glance upon the sources of the law.

The method of arrangement is, perhaps, the best that could have been adopted for the purpose. The subject is divided by the chapters into general headings, the principal matter is subdivided into separate rules, numbered consecutively, under each of which are placed the chief authorities relied upon, together with observations, examples, and statements of exceptions. The leading parts of the text are printed in larger type, and thus are made very convenient for reference. Copious extracts are given from the more important of the authorities cited, sufficient in many cases to supersede the necessity for a personal examination by the reader himself.

From the mass of valuable information here collected it is not easy to make selections without running to an inconvenient length. Our general approbation of the whole will more readily appear if we show by an example or two the somewhat trifling nature of the critical observations which have sometimes occurred to us. Thus, it might readily be anticipated that the importance of all the "rules" is by no means equal; and in some cases we might be disposed to question the propriety of elevating the doctrine which is enunciated into the dignity of a rule. Rule 20, at p. 91, lays it down that, "Where there are two repugnant clauses in a deed, the first shall be received and the second rejected, unless there is a special reason to the contrary: *Shep. Touch. 58.*" This rule is taken almost *verbatim* from the *Touchstone*; and it has about it a sort of fine old familiar flavour, as of a thing which we have heard hundreds of times without, perhaps, being precisely aware of the authorities upon which it rests, or the exact nature of the examples of its application to be found in the books. But, except in the special case of "repugnancy" between the *habendum* and the premises, which constitutes a separate branch of investigation by itself, and probably cannot be reduced to expression in any single rule, it is rather difficult to imagine the occurrence in practice of two simply repugnant clauses in a deed. Such an occurrence may much more easily be imagined in a will, because testators sometimes not only make their own wills, but spend a considerable time upon the task; and cases have occurred in which a testator, forgetting what he had previously written, has in different parts of his will specifically given the same property to different persons. But the frame in which deeds are cast lends itself less easily to such blunders, and deeds are much more rarely drawn without professional assistance. These remarks will prepare the reader for an

unfavourable criticism of the rule in question. While perusing the authorities adduced, we were much struck by their singular aspect of inadequacy and dubiousness; and we were shortly afterwards edified to find the very objections which had occurred to ourselves summed up very clearly by the learned authors themselves at p. 93. The doubt suggested itself whether this criticism was not sufficiently trenchant to have justified the degradation of the "rule" to the rank of a not very intelligible superstition.

In certain cases, as the learned reader will be aware, it has been held that, in a conveyance of lands to uses, the express limitation by way of use of a term of years to the settlor, prevents his taking an estate for his own life by way of resulting use, although the use is not expressly disposed of during his life. In reference to these cases the learned authors very truly remark (p. 288): "There is some difficulty in seeing what becomes of the freehold in cases like *Adams v. Terretnants of Savage*, 2 Salk. 679;" and they cite a number of other cases. But we more than suspect that these cases require further investigation. The difficulty does not so much lie in the first part of the decision, that the use did not result, as in the second part, that the subsequent limitation was void. We may add, that the case of *Godbold v. Freestone* (3 Lev. 406) does not appear to us to be in point.

Sed hæc sunt nugæ, and we should not notice such trifles except for the purpose which we have indicated. An interesting feature of the book is the glossary of archaic and rare words, in which the reader may find both entertainment and instruction.

We anticipate with confidence that this work will attain to a large measure of that practical success which consists in its being extensively used by practical lawyers. Very few can be so learned as to find here nothing to learn; and even the most learned, unless they have passed their days and nights in the composition of indexes and common-place books, may gratefully refer to the authorities here collected ready to their hand.

CORRESPONDENCE.

"A HARD CASE."

[To the Editor of the Solicitors' Journal.]

Sir,—In your "Current Topics" of last week you speak of the failure of the plaintiff's action against the Great Eastern Railway as "a hard case for the plaintiff."

The hardship appears to me to be on the defendants, who, having satisfied (probably) a magistrate, or bench of magistrates, a grand jury, a petty jury, and a judge, that plaintiff was guilty of the offence they charged him with, and for which he was sentenced "to a term of penal servitude," have then to defend themselves against an action for malicious prosecution, in which they will doubtless have to pay their own costs. Assuming that plaintiff was rightly entitled to "the free pardon" he got, surely this cannot be held to prove more than that the Great Eastern Railway, the magistrates, juries, and judge were all in error—the one in charging, the others in convicting and sentencing him. If prosecutors are to be subject to such actions as this, it seems to me that solicitors in future should advise their clients in no case to prosecute, or, at least, should caution them that if they do prosecute they may possibly, or even probably, get the worst of it in the end in the shape of an action for malicious prosecution.

I have no knowledge or recollection of any of the facts of this case save what appears in your note, on which I have commented, so that I shall be glad to have a further explanation of what at present appears to me to be "a hard case for the" defendants. A. H. ALDOUS.

Ipswich, August 11.

[The hardship is this. The plaintiff, who, after the pardon, must be assumed to have been innocent of the charge, is, by the doctrine to which we referred, debarred from clearing his character by a statement by himself on oath, which he could not have given in the criminal proceedings. We know nothing of the circumstances of the recent case beyond what was disclosed in the reports, but it is conceivable that, in a similar case, a pardoned prisoner might have obtained the clearest evidence of express malice on the part of his prosecutors, but, by the doctrine referred to, he would be debarred from obtaining any civil redress. The number of free pardons which are granted does not seem to justify our correspondent's apprehensions.—ED. S. J.]

The *Washington Law Reporter* says that "one of our learned judges, while addressing a graduating class in medicine recently, in drawing distinctions between lawyers and doctors, remarked that one important difference was this, that, when a lawyer loses his case, it *sets up*; but, when a doctor loses his, it *goes down*."

CASES OF THE WEEK.

COURT OF APPEAL.

BUILDING SOCIETY—BORROWING POWERS—ULTRA VIRES RULES.—In the case of *In re The Mutual Aid Permanent Benefit Building Society*, before the Court of Appeal, No. 1, on the 7th inst., a question arose as to the borrowing powers of a benefit building society formed under the Act of 1836. One of the rules of the society provided that the society was established "for the purpose of raising, by monthly subscriptions and deposits on loans, a fund to make advances to members of the value of their shares, to enable them to erect or purchase one or more house or houses, or other freehold, copyhold, or leasehold estate, or on security of the like property, to be mortgaged to the society for the purpose of securing the monthly repayments and other payments prescribed by the rules of the society for the time being." Another rule provided that the directors should meet on certain specified days "for the purpose of conducting the business of the society." A third rule provided that at the end of every five years a general account of the affairs of the society should be prepared; and that if on taking the accounts there appeared to be a deficiency of income, by which the society might be prevented from meeting its anticipated expenditure and liabilities, the amount of the deficiency should be apportioned by the directors between the members, and be paid by them in such instalments as the directors should determine. The directors had resolved to borrow money from persons not members of the society, and in pursuance of this resolution moneys had been raised on the security of debentures. In the subsequent winding up of the society, the question arose whether the holders of these debentures were entitled to rank as creditors in priority to the members of the society, including those who had given notices of withdrawal. Kay, J., held (L. R. 29 Ch. D. 182) that the first rule sufficiently authorized the borrowing of money from outsiders, and that the holders of the debentures were entitled to priority over members. The Court of Appeal (Lord ESHER, M.R., and BOWEN and FRAY, L.JJ.) affirmed the decision. It was contended that the first rule did not authorize the borrowing of money from persons not members, but that the words "deposits on loans" referred only to payments made by members on their shares in advance; and that, if that rule did authorize borrowing from outsiders, yet the effect of the third rule was to make the members individually liable to the lenders, and that this was inconsistent with the Act, and consequently these provisions of the rules were *ultra vires* and void. Lord ESHER, M.R., said that it was not enough to show that members might become lenders; it was necessary to show that the words "deposits on loans" could only apply to loans by members. There was nothing to limit the meaning of the words in that way. The third rule gave the directors no power to pledge the credit of the individual members to the persons lending the money, and the credit of the individual members had not in fact been pledged. Even if the third rule gave power to pledge the individual credit of the members, and was for that reason *ultra vires*, it was not so inseparably connected with the first rule as to make that also *ultra vires*. There was no reason why the third rule should not be cut off from the first, and rejected as *ultra vires*, leaving the first rule valid. BOWEN and FRAY, L.JJ., concurred.—COUNSEL, Pearson, Q.C., and Seward Brice; Cozens-Hardy, Q.C., and Ashton Cross; Hastings, Q.C., and Grosvenor Woods. SOLICITORS, W. Compton Smith; Speechley, Mumford & Landon; Bolton, Robbins, Bush, & Co.

TIMBER—REAL AND PERSONAL REPRESENTATIVES—TREES BLOWN DOWN—RIGHT TO PROCEEDS OF SALE.—On the 7th inst. the Court of Appeal, No. 2 (Lord HALSBURY, C., and COTTON and LINDLEY, L.JJ.), reversed the decision of Pearson, J., in *Swinburne v. Ainslie* (ante, p. 27). The question was as to the right, as between real and personal representatives of a testator, to the proceeds of the sale of a large number of trees, which, at the time of his death, were lying more or less uprooted on some estates belonging to him, in consequence of some heavy gales of wind. Pearson, J., was of opinion that such trees as could only live for a few years without any profitable growth, or could not live as ordinary growing trees, were in the same position as if they had been felled, and were personal estate; but that such trees as would only have to be removed for the benefit of the other trees and the pasture belonged to the inheritance. Lord HALSBURY, C., said that if the trees were attached to the soil they were realty; if severed, they were personality. The maxim *quicquid plantatur solo solo cedit* applied. The degree of attachment might be a question of fact in each case, but he would not attempt to lay down any principle by which to determine the question of fact. As an illustration he would say that, if the trees were fixed to the ground, so that it was necessary to apply some new force to remove them, they would be fixed. If a tree with its roots was severed, though some of the broken fibres were covered with earth, he would say that it would be in fact severed. If a tree was severed except for some minute filament, as a judge of fact he should say it was severed. He declined to draw any intermediate line. If a tree was severed it belonged to the executors; if not it belonged to the inheritance. A tree might be fixed and yet as unlike a growing tree as possible; a dead tree might be perfectly fixed. COTTON, L.J., said that life and growth constituted no test of whether a tree was attached to the soil. LINDLEY, L.J., said that, but for the storm, the executors would have had nothing to do with the trees. It was for the executors to make out their claim, and they had failed.—COUNSEL, Cozens-Hardy, Q.C., and Pauli; Cookson, Q.C., and Ribton.—SOLICITORS, Mills, Dawson, & Co.

JURISDICTION OF COURT—STAY OF PROCEEDINGS IN ACTION—FRIVOLOUS AND VEXATIOUS ACTION.—In the case of *Ker v. Williams*, before the Court

of Appeal, No. 2, on the 8th inst., there was a question as to the power of the court to stay the proceedings in an action, before any pleadings had been delivered, on the ground that the action was frivolous and vexatious. The indorsement on the writ claimed (1) a declaration that a certain document, purporting to be a conveyance of an estate by the plaintiff to the one of the defendants, was really a mortgage only; (2) an account of what was due on the security of the mortgage, and that, on payment of what should be found due, the plaintiff might be at liberty to redeem the property; (3) a declaration that the plaintiff and the defendants were, as from the date of the document in question, partners and co-adventurers in a business carried on upon the estate. After the service of the writ, Kay, J., on the application of the defendants, made an order staying all further proceedings in the action as regarded the claim contained in paragraphs 1 and 2 of the indorsement on the writ. The ground of this order was that the action, so far as regarded those two paragraphs, was frivolous and vexatious, because in a former action, practically between the same parties and claiming in substance the same relief, judgment had been given for the defendants in default of the plaintiff's appearance at the trial. In that action a statement of claim had been delivered. The Court of Appeal (COTTON and LINDLEY, L.JJ.) affirmed the decision. They held that, independently of rule 4 of order 25, which did not apply, as no pleadings had been delivered, the court had an inherent general jurisdiction to prevent an abuse of its procedure, and to put a stop, as soon as possible, to a frivolous and vexatious action. The court was not compelled to look only at the writ, but might have regard to the facts relating to the former action, in order to determine whether the second action was frivolous or vexatious. The judgment in the first action, until it was set aside, operated as an estoppel to the plaintiff, and an action claiming the same relief was frivolous and vexatious.—COUNSEL, Graham Hastings, Q.C., and Godefroi; Kekewich, Q.C., and Jason Smith.—SOLICITORS, Gardiner Hastings, & Co.; Taylor, Son, & Humbert.

R. S. C., 1883, ORD. 22, RR. 5, 6, 7—SUPREME COURT FUNDS RULES, 1884, RR. 30, 44—PAYMENT INTO COURT BY DEFENDANT IN ACTION OF DEBT—MISTAKE IN FORM OF PAYMENT.—On the 8th inst. the Court of Appeal, No. 2 (COTTON and LINDLEY, L.JJ.), affirmed the decision of Pearson, J., in *Savage v. Payne* (ante, p. 638). The question was whether the defendants, who had, by mistake, paid money into court in a wrong form, were conclusively bound by their blunder. The action was for debt, and the plaintiff claimed £1,349. On the 17th of November the defendants' solicitors paid £167 into court "in satisfaction" of the plaintiff's claim, adopting the form A. given in rule 30 of the Supreme Court Funds Rules, 1884. [In the former note of this case it was stated that the £167 was paid into court "generally to the credit of the action, neither of the forms prescribed by the Rules of 1884 being employed." This was in accordance with a statement made in court to Pearson, J., and was confirmed by the certificate of the Paymaster-General. Before the hearing of the appeal the Paymaster issued an amended certificate, which stated that the money was paid into court "in satisfaction" of the plaintiff's claim.] On the same day the defendants' solicitors wrote to the plaintiff's solicitors that £167 had been paid to the credit of the action "in discharge of the plaintiff's claim." At a later hour on the same day a statement of defence was delivered to the plaintiff's solicitors, by which the defendants denied any liability to the plaintiff, and said that they had paid £167 into court, and that that sum was sufficient to satisfy the plaintiff's claim, if any should be established. After the delivery of the defence the plaintiff took the money out of court, but did not give any notice to the defendants that he accepted it in satisfaction of his claim. He afterwards moved for accounts and inquiries. The defendants objected that the proceedings in the action, except as to costs, ought to be stayed. Pearson, J., thought that the defendants were not bound by the mistake in form which they had made, and that he was not compelled to hold that the payment into court was an absolute one. He thought that, if the plaintiff would replace the money in court, he ought to be allowed to go on with the action; but, if he would not do this, all proceedings must be stayed, except as to costs. The plaintiff declined these terms, and his motion was refused. COTTON, L.J., said that, at the time when the money was taken out of court, there was a defence denying liability. The fact that the defence was delivered the same day as the payment was made went to show that the defence was not an afterthought. Rule 5 of order 22 did not suppose that a defendant would pay money into court before delivering a defence, and then, within a reasonable time afterwards (showing that the defence was not an afterthought), deliver a defence denying any liability. After the defence denying liability had been delivered, the plaintiff thought it reasonable to take the money out of court. By so doing he had debarred himself from going on with his action, except for costs. The defendants had made a blunder, but the plaintiff had also made a blunder in acting on the defendants' blunder. The judge had only said that the plaintiff should not be bound by his own blunder if he would replace the money. LINDLEY, L.J., concurred.—COUNSEL, Cozens-Hardy, Q.C., and Seward Brice; Levett. SOLICITORS, Gibbs & White; Bower, Cotton, & Bower.

HIGH COURT OF JUSTICE.

TRADE-MARK—REGISTRATION—NOTE ON REGISTER—TRUST—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 85.—In the case of *In re De Olafsen's Trade-mark*, before Pearson, J., on the 6th inst., there was a question as to entering a note on the register of trade-marks limiting the right to use a mark. W. had registered a hand as a trade-mark in connection with goods comprised in classes 12 and 13. O. had registered four hands as a trade-mark for goods in the same classes. In order to prevent

possible confusion in the use of the marks, W. and O. entered into an agreement, in pursuance of which a motion was made for a direction to the comptroller to insert a note on the register (1) that O.'s mark was not to be stamped or branded on edged tools, or on garden, drainage, plantation, or mining tools; (2) that O. was not to execute orders for the same kinds of tools ordered as of the "hand" brand or mark, except in connection with another distinctive word; and (3) that the note was not to prevent O. from using his trade-mark in certain specified ways. *PEARSON, J.*, held that only part (1) of the proposed note could be inserted on the register. He was of opinion that the other parts would amount to notice of something in the nature of a trust, and that section 85 prevented them from being entered on the register.—*COUNSEL, Lawson. SOLICITORS, Burton, Yeates, & Co.*

HIGH COURT—JURISDICTION—RETRAINING—PROCEEDINGS IN ACTION.—In the case of *Dyke v. Stephens*, before *Pearson, J.*, on the 6th inst., there was a question as to the power of the court to restrain the carrying on of proceedings in the Chancery Court of Lancaster. The action related to a business carried on by a testator, who had in his lifetime entered into agreements with Stephens and Allman, two of the defendants to the action, to take them into partnership. The plaintiff, who was the infant son of the testator, brought an action (by a next friend) in the Chancery Division of the High Court to administer the estate of the testator. In that action the defendant Stephens intervened, and the partnership agreement was confirmed, and, under the sanction of the court, articles of partnership were executed between the testator's widow and executrix, Stephens, and Allman. The statement of claim in the present action alleged that Stephens had obtained the agreement with the testator by undue influence as his solicitor and confidential adviser, and that the facts had not been brought before the court in the administration action. The plaintiff claimed to have the agreement and articles of partnership set aside so far as Stephens was concerned. The action had been set down for trial, when Stephens commenced a suit in the Chancery Court of Lancaster against his co-partners, alleging improper conduct on the part of Allman, and asking for dissolution of the partnership and a sale of the business. He had moved for a receiver in that action, and also for a sale. The plaintiff in the High Court action moved for an injunction to restrain Stephens from proceeding with his action in the Lancaster Court. It was objected that the court had no jurisdiction to restrain the defendant from proceeding. *PEARSON, J.*, held that there was jurisdiction. He said that the case had been argued as if it were asked that a writ of prohibition should issue to the Lancaster Court to abstain from proceeding with the suit in that court; but that was not so. He was not aware that this court had any jurisdiction to issue such a writ, and he should assume that it had not. The motion was for an order *in personam* to restrain the plaintiff in the Lancaster suit, who had submitted to the jurisdiction of the High Court in getting the partnership agreement confirmed. His lordship thought that proceedings ought not to be carried on in different courts. If two actions connected with the partnership had been instituted in two branches of the High Court, neither judge would have allowed the two actions to go on in different branches; one would have been transferred. He thought that Stephens should be allowed to apply to have a receiver and manager of the partnership appointed. It was advisable, in any event, that a receiver and manager should be appointed, and there was no application before this court for that purpose. The defendant must undertake not to take any steps in the Lancaster action till the trial of this action or further order.—*COUNSEL, Cozens-Hardy, Q.C., and Hatfield Green; Higgins, Q.C., and T. L. Wilkinson. SOLICITORS, Field, Roscoe, & Co.; Lidiard & Co.*

RAILWAY COMPANY—MINERALS UNDER RAILWAY—COMPENSATION—RIGHT OF OWNER TO WORK—RAILWAYS CLAUSES ACT, 1845, ss. 77–82.—In the case of *The Midland Railway Company v. Miles*, before *Pearson, J.*, on the 3rd inst., an important question arose as to the provisions of the Railways Clauses Act, 1845, with regard to the working of minerals under land taken by a railway company for the purposes of their undertaking, the minerals not being purchased by the company. Section 77 of the Act provides that a railway company shall not be entitled to any mines under any land purchased by them, unless the same shall have been expressly purchased, and that all mines shall be deemed to be excepted out of the conveyance to the company, unless they shall have been expressly conveyed. Section 78 provides that, if the owner of any mine under the railway, or within forty yards therefrom, is desirous of working the same, he shall give the company thirty days' notice in writing of his intention so to do; and, if it appears to the company that the working is likely to damage the railway, and the company are willing to compensate the owner of such mines or any part thereof, then he shall not work the same. By section 79, if, before the expiration of the thirty days, the company do not state their willingness to treat with the owner for the payment of compensation, he may work the mines, or any part thereof, for which the company may not have agreed to pay compensation, so that the same be done in a manner proper and necessary for the beneficial working thereof, and according to the usual manner of working in the district. By section 80, "If the working of any such mines under the railway or works, or within the above-mentioned distance therefrom, be prevented as aforesaid by reason of apprehended injury to the railway, it shall be lawful for the respective owners, lessees, and occupiers of such mines, and whose mines shall extend so as to lie on both sides of the railway, to cut and make such and so many airways, headways, gateways, or water levels through the mines, measures, or strata, the working whereof shall be so prevented, as may be requisite to enable them to ventilate, drain, and work their said mines." By section 81, "The company shall from

time to time pay to the owner, lessee, or occupier of any such mines, extending so as to lie on both sides of the railway, all such additional expenses and losses as shall be incurred by such owner, lessee, or occupier by reason of the severance of the lands lying over such mines by the railway, or of the continuous working of such mines being interrupted as aforesaid, or by reason of the same being worked in such manner and under such restrictions as not to prejudice or injure the railway, and for any minerals not purchased by the company, which cannot be obtained by reason of making and maintaining the railway." In the present case, the plaintiff company had purchased from the defendant a piece of land which, after they had constructed their works, was entirely surrounded by the company's railways, being situate within a triangle consisting of a part of the plaintiffs' main line and the junctions with it, right and left, of a branch line. The company had also purchased from the defendant a part of the site of each of the three lines which formed the triangle. The minerals under the whole of the land thus purchased remained the property of the defendant. He also remained the owner of some land situate outside the triangle of railways, the main line separating that land from the land (formerly his property) within the triangle. The defendant had recently given notice to the company, under section 78 of the Railways Clauses Act, that he should, after the expiration of thirty days, commence working the minerals under the whole of the land which the company had purchased from him. The company gave a counter-notice that they were willing to make compensation to the defendant for his interest in the minerals under those parts of the actual sites of the railways which had been purchased from him. Two arbitrators were appointed to determine the amount of this compensation, and the defendant then gave notice to the company that he should, within six days, enter upon and across the railway for the purpose of working and carrying away the minerals situate under the land (formerly his) within the triangle. The company then applied for an injunction to restrain the defendant from thus trespassing on their line. On behalf of the defendant it was contended that, inasmuch as the minerals under the land within the triangle were reserved to him, he had an implied right of way across the plaintiffs' railway for the purpose of enabling him to work and carry away the minerals, his access to which would otherwise be entirely cut off when the company had purchased the minerals lying under their lines. And it was contended that section 80 of the Act, when it speaks of "such mines," refers only to minerals which the company are empowered to purchase for the safety of their line—i.e., minerals lying under the line and under land situate within forty yards on either side of the line. *PEARSON, J.*, without actually pronouncing a final decision on the point, expressed an opinion that section 80 referred to all mines the working of which was prevented by reason of apprehended injury to the railway, and included any mines the working of which was prevented by reason of the company having purchased the mines under the railway, and having thus interposed a physical barrier between the owner of the mines and the mines which he desired to work. In such a case the owner of the mines was enabled by section 80 to tunnel under the railway, in such a way as not to injure it, so as to enable him to get at and work the severed mines. And by section 81 the company was compelled to pay to the owner of the severed mines the extra expense caused to him by his having to work them in this way. Section 80 gave him the right to work the mines by going under the railway, and section 81 provided compensation to him for the extra expense of working in that mode. And if, by reason of this mode of working, he was prevented from working any part of the minerals, section 81 gave him compensation for that loss also. The injunction must, therefore, be granted.—*COUNSEL, Cozens-Hardy, Q.C., and Phipson Beale; Everitt, Q.C., and Chadwyck-Healey. SOLICITORS, Beale, Marigold, & Co.; Gedge, Kirby, & Millett.*

SETTLED LAND—TENANT FOR LIFE—EXERCISE OF POWER OF SALE—ACTION TO DETERMINE RIGHT TO PURCHASE—MONEY—COSTS—MORTGAGEES—SETTLED LAND ACT, 1882, s. 53.—In the case of *Sebright v. Thornton*, before *Pearson, J.*, on the 6th inst., a question arose as to the costs of an action brought by a tenant for life, who had contracted to sell settled land, to determine some questions of title which had been raised by the purchasers. Some mortgagees of the tenant for life were parties to the action. It was contended that, as by section 53 of the Settled Land Act, 1882, a tenant for life is, in respect of the exercise of the powers conferred on him by the Act, placed in the position of a trustee for the other parties interested in the settled estate, he was entitled to such costs as would be allowed in an ordinary case to a trustee—i.e., to costs of the action as between solicitor and client, and costs, charges, and expenses properly incurred. It was also contended that, as the concurrence of the mortgagees in the sale was essential, they were respectively entitled to separate sets of costs. *PEARSON, J.*, held that the tenant for life could only have party and party costs, and also the proper costs and expenses of the sale. Only one set of costs could be allowed to him and his mortgagees, but the mortgagees were also entitled to the costs of their concurrence in the sale—i.e., the costs of perusing and executing the conveyances to the purchasers.—*COUNSEL, Higgins, Q.C., and Morshead; Cookson, Q.C., and Dauncey; Sir A. T. Watson, Q.C.; A. Rumsey; R. J. Cust; F. Watson; Studd. SOLICITORS, Tyles, Wickham, & Co.; Kaye & Guedalla; Fladgate & Fladgate; Bowker, Peake, & Co.; Watson, Sons, & Room.*

R. S. C., 1883, ORD. 55, R. 2, SUB-SECTION 7; ORD. 70, R. 1—APPLICATION FOR PERMANENT INVESTMENT UNDER LANDS CLAUSES ACT, 1845—PETITION ON SUMMONS.—In the cases of *Ex parte The Governors of The Bethlehem Hospital*, and of *The Bridewell Hospital*, petitions were presented for payment out and investment, under the Settled Land Act, 1882, of part of a fund in

court, representing the purchase-money of lands belonging to the petitioners, taken by the Metropolitan Board of Works under the Metropolis Improvement Act, 1863, with which Act the provisions of the Lands Clauses Act, 1845, is incorporated. The proposed investment was the construction of sea walls on the estates of the hospitals at Margate and Westgate-on-Sea, such being improvements authorized by the Settled Land Act, 1882, s. 25 (iv.). It was objected that the application being one for permanent investment under the Lands Clauses Act, 1845, fell within R. S. C., 1883, ord. 55, r. 2, sub-section 7, and should therefore have been made, not by petition, but by summons in chambers. *Ex parte Maidstone, &c., Railway Company* (32 W. R. 181, L. R. 25 Ch. D. 168) was referred to. CHITTY, J., said that, although wishing to give the fairest interpretation to order 55, and being confident that the proper course was to disallow any additional costs incurred by proceeding by petition when a summons could have been taken out, yet he was satisfied that the court had, in a proper case, ample jurisdiction to make an order in a case like the present, upon petition, and also to allow the costs, notwithstanding the apparently express language of ord. 55, r. 2. It was, in fact, quite clear that a discretion of the widest kind was especially reserved to the court or judge by ord. 70, r. 1. In many cases it was advisable to proceed by petition, and not by summons. For instance, he had had an application before him on summons in chambers under the Lands Clauses Act to pay out a sum to a person whose interest in reversion had accrued in possession by the death of the tenant in life. It so happened that the tenant for life had lived for many years since the money was paid into court, and the title was most difficult to trace. Such an application would have been better and more cheaply made by petition. It was the practice in his chambers on such summonses to require a statement in writing. Such a statement was often as long as a petition, and in the nature of an imperfect petition. Very often neither counsel nor solicitors attended the summonses, but subordinate clerks, who turned out sometimes, when tested by questions, to be incompetent, and all at sea without rudder or compass. In the cases before him now the applications were rightly made by petition, and were cases upon which, if they had been made on summons, counsel might properly have attended chambers. Where, however, it was open to proceed either by petition or summons, the applicant, in adopting procedure by petition, did so at his own peril of at least being disallowed any additional costs incurred by the course which he had adopted.—COUNSEL, *Smart; Yale Lee; Geare*. SOLICITORS, *W. F. Fearon; Still & Son; R. Ward*.

INFANT—MAINTENANCE—INTEREST ON ADVANCES.—In the case of *In re King, deceased*, before Chitty, J., on the 8th inst., a petition was presented for payment out of a fund in court of sums for an infant's maintenance, and the question was raised whether the petitioner was entitled to interest on the sums advanced. It appeared that the fund represented a considerable sum of money, bequeathed by a testator who was of French domicile to his illegitimate son by an Englishwoman, the legatee being entitled to the usufruct until twenty-one, and afterwards to the corpus. The petitioner, a solicitor, who had acted as trustee and executor of the will, had, since 1877, paid £150 per annum out of his own pocket for the infant's maintenance. *Bruin v. Knott* (1 Ph. 572) was referred to as a decision against the allowance of interest on sums paid by a mother, but it was submitted that the cases in which no interest was allowed were cases where there was a moral obligation to maintain the infant. CHITTY, J., said the practice was established of not allowing interest on past maintenance, and the petitioner was only entitled to receive the exact sums he had expended. There, moreover, was a further reason in the present instance against allowing interest. There was a fund accessible for maintenance which could have been drawn upon. The solicitor should have been more alert.—COUNSEL, *Northmore Lawrence; Whinney*. SOLICITORS, *Peacock & Goddard; Napoleon Argles & Co.*

WILL—MORTMAIN—HARBOUR BONDS.—In the case of *In re Christmas, deceased, Martin v. Lacon*, before Chitty, J., on the 12th inst., the question arose whether bonds assigning harbour duties in pursuance of the provisions of the Great Yarmouth Harbour Act, 5 & 6 Will. 4, c. 49, ss. 85, 107, were an interest in land within the Mortmain Act. CHITTY, J., on the authority of *Knapp v. Williams* (4 Ves. 429n.), decided the question in the affirmative.—COUNSEL, *W. Baker; G. B. Drue; Stirling*. SOLICITORS, *R. S. Fraser; Cattara, Jehu, & Hughes, for Worship & Rising, Great Yarmouth; Hare & Co., for Solicitor to the Treasury*.

WILL—CONSTRUCTION—ELECTION—HEIR—INVALID INSTRUMENT.—In the case of *De Burgh Lawson v. De Burgh Lawson*, which came before Kay, J., on the 10th inst., a married woman having a general power of appointment by will over certain property, and a life estate in some real property, over which she had no power of appointment, made an appointment in favour of the heir-at-law, and purported to devise the real property to somebody else, and the question was whether the heir was put to his election. KAY, J., said that, though the authorities were not decisive upon the point, he thought that there was enough to enable him to say that the court ought to be bound by the authorities as he found them. In *Hearle v. Greenbank* (3 Atk. 695), an infant made a will whereby she intended to dispose of real and personal property, and there it was held that the instrument was absolutely invalid as to the real estate, and that no case of election was raised against the heir. That was followed by *Rick v. Cuckell* (9 Ves. 370), which was not a distinct decision upon the case in question. But it had been so treated in Jarman on Wills, and seeing that there had been no decision dissenting from that view, it would be rather strong to decide contrary to the authorities as there stated. As the late Master of

the Rolls had often observed, it was most material to see what had been the understanding in text-books for many years. His lordship accordingly held that, inasmuch as there was a personal incapacity on the part of the married woman to dispose by will of her real estate, no case of election arose against the heir.—COUNSEL, *Sir Arthur Watson; Farwell; W. C. Drue*. SOLICITORS, *Webb & Co.; John Scalf, agent for H. J. Duncan, South Shields; Crossman, Crossman, & Prichard*.

BANKRUPTCY CASES.

BANKRUPTCY—RECEIVING ORDER—PROTECTION TO DEBTOR—ARREST UNDER DEBTORS ACT, 1869—BANKRUPTCY ACT, 1883, s. 9.—In the case of *In re Manning*, before the Court of Appeal, No. 2, on the 12th inst., a question arose as to the time from which a receiving order gives protection to the debtor from arrest. Section 9 of the Bankruptcy Act, 1883, provides, (1) "On the making of a receiving order, an official receiver shall be thereby constituted receiver of the property of the debtor, and thereafter, except as directed by this Act, no creditor to whom the debtor is indebted in respect of any debt proveable in bankruptcy shall have any remedy against the property or person of the debtor in respect of the debt, or shall commence any action or other legal proceedings, unless with the leave of the court, and on such terms as the court may impose." In the present case a debtor had been attached for his default in non-compliance with an order for the payment of money due from him in a fiduciary capacity. He afterwards applied for his discharge, on the ground that, before the order for his attachment was made, a receiving order in bankruptcy had been made against him. This order had been made on the 2nd of May, but it was not drawn up and signed by the registrar until the 24th of July, after the order for attachment was made. It was contended by the creditor that no protection was afforded by the receiving order until it had been completed by being drawn up and signed by the registrar. KAY, J., held that the protection was given at once on the making of the order, and ordered the debtor to be discharged from custody. The Court of Appeal (COTTON and LINDLEY, L.JJ.) affirmed the decision. COTTON, L.J., said that section 9 gave no discretion to the protection of the debtor. The only question was what the word "thereafter" meant. He was of opinion that it meant "after the making of the receiving order." That order must be considered as having been made on the 2nd of May. There might have been irregularities as to the completion of the order, but the court could not escape from the clear words of section 9, and it could not say that the debtor was not properly discharged from custody. LINDLEY, L.J., was of opinion that the receiving order was "made" when it was in fact made, though it was not put into shape till afterwards.—COUNSEL, *F. Cooper Willis; H. Burton Buckley*. SOLICITORS, *Nelson & Son; Lawrence, Plews, & Baker*.

CASES AFFECTING SOLICITORS.

SOLICITOR AND CLIENT—AGENCY—FRAUD OF TOWN AGENT—LIABILITY FOR LOSS.—In the case of *Re Asquith, Asquith v. Asquith*, before the Court of Appeal, No. 1, on the 11th inst., the question was as to the liability of a country solicitor for the fraud of his town agent. In an administration action certain land at Mirfield, Yorkshire, was directed to be sold, and Mr. Ibberson, of Dewsbury, was employed as solicitor in the sale. A Mr. Newsome purchased the land, and his solicitor, Mr. Chadwick, paid £270, the balance of the purchase-money, to Mr. Ibberson by an uncrossed cheque drawn by Mr. Newsome to Mr. Ibberson or his order. Mr. Ibberson sent the cheque to his London agents, one of whom misappropriated the £270. The question then arose as to which of the two innocent parties should bear the loss. For Mr. Newsome it was said that his solicitors handed the cheque to Mr. Ibberson for payment into court in the action. For Mr. Ibberson it was said that the solicitor gave the cheque to him, not as a paid agent, but gratuitously, and as a matter of convenience, to transmit to his London agents, who were to pay the proceeds into court, and that he had discharged that duty. It was admitted that nothing improper could be imputed to Mr. Ibberson, and that in the ordinary course of things the procedure adopted would have saved expense. A motion by Mr. Newsome, for an order directing Mr. Ibberson to pay into court £270 to the credit of the administration action, came on before Chitty J., who found as a fact that Mr. Ibberson was employed as solicitor for Mr. Newsome in the particular matter, with the right to charge him for the transaction of the business, and that the London solicitors were merely the town agents. He therefore held that Mr. Ibberson was liable, it being settled law that a solicitor is responsible to the client for the acts of the town agent (see 29 SOLICITORS' JOURNAL, p. 258). Mr. Ibberson appealed. The appeal was argued on July 10, when judgment was reserved. On August 11 the court (LORD ESHER, M.R., BAGGALLAY and FRY, L.JJ.) dismissed the appeal. LORD ESHER, M.R., who delivered the judgment of the court, said that the question was a nice one. Nothing was better known in the law than the relation between a country solicitor and his London agent with regard to the original client. The person who is responsible to the client for everything is the country solicitor, and he is answerable to his client for everything done by the London agent, the latter being the sub-agent of the country solicitor, and in no way the agent of the original client. Therefore, if Chadwick had carried out his original relation with his client Newsome, and Chadwick's agent had been guilty of impropriety, there could be no doubt that Chadwick would have been liable to his client. Chadwick made the arrangement with Ibberson, and, both being country solicitors, knew the relation between a country solicitor and his town agent. As a question of fact his lordship could not have the smallest doubt that both understood that Ibberson was to do the business as a

country solicitor, and was to be paid for it as if it had been done by Chadwick. Therefore the London agent was only Ibberson's sub-agent, and was not the agent for the persons for whom Ibberson had consented to act. Therefore Ibberson was unfortunately answerable to Newsome for the misconduct of his sub-agent.—COUNSEL, *Cookson, Q.C.*, and *S. Hall; Romer, Q.C.*, and *R. F. Norton*. SOLICITORS, *Ridsdale & Sons*, for *Chadwick & Sons*, *Dewsbury*; *Chester & Co.*

COSTS—TAXATION—REFRESHER FEES—DISCRETION OF TAXING MASTER.—R. S. C., 1883, ord. 65, r. 27 (48).—In the case of *Smith v. Wills*, before Pearson, J., on the 11th inst., there was a question as to the discretion of the taxing master in the allowing of refresher fees to counsel. Rule 27 (48) of order 65 provides that, "When any cause or matter is to be tried or heard upon *vide voce* evidence in open court, if the trial shall extend over more than one day, and shall occupy, either on the first day only, or partly on the first and partly on a subsequent day or days, more than five hours, without being concluded, the taxing officer may allow, for every clear day subsequent to that on which the five hours shall have expired," refresher fees not exceeding certain specified amounts. In the present case the action was tried on *vide voce* evidence. The trial commenced on the 25th of November, and was continued on the 26th of November, and on the 8th, 9th, 10th, 11th, 12th, and 13th of December (eight days in all), when judgment was pronounced for the plaintiff, with costs. On the first and second days together more than five hours were occupied. The adjournment from the 26th of November to the 8th of December took place to enable the plaintiff to deliver to the defendant particulars of fraud on which he relied as having been committed by the defendant. The examination of witnesses did not commence until the third day. The fees paid with the briefs to the plaintiff's leading and junior counsel were forty guineas and twenty-seven guineas respectively. Refreshers were also paid for the last six days of the trial. On the taxation of costs, the taxing master allowed the refreshers for the last five days, but disallowed them for the third day. He was of opinion that the fees paid with the briefs covered the first three days of the trial. The plaintiff took out a summons to review the taxation. PEARSON, J., affirmed the decision of the taxing master. It was admitted that the taxing master had a discretion as to the amounts of the refresher fees, but it was contended that he had no discretion under the rule as to the allowance of such fees after the period of five hours had been completed, but was bound to allow them for each clear day after that period had been completed. PEARSON, J., was of opinion that, as the rule used the words "*may allow*," it left to the taxing master a discretion to say that, under the special circumstances of the case, he would not allow refreshers. Therefore, his lordship could not interfere with the exercise of the master's discretion.—COUNSEL, *Perey Gye*; *Phipson Beale*. SOLICITORS, *C. W. Dommett*; *S. Whitehead*.

LEGAL APPOINTMENTS.

Mr. WILLIAM ROSE SMITH has been appointed a Revising Barrister. Mr. Smith is the eldest son of the Rev. William Smith. He was born in 1853, and was educated at Christ Church, Oxford. He was called to the bar at the Inner Temple in July, 1878, and he practises on the Oxford Circuit, and at the Herefordshire and Shropshire Sessions.

Mr. ALLAN MAJOR MILLARD, solicitor (of the firm of Murry, Sons, & Millard), of Bristol, has been appointed Clerk to the Lopen School Board. Mr. Millard was admitted a solicitor in 1879.

Mr. WILLIAM DENMAN BENSON has been appointed a Revising Barrister. Mr. Benson is the second son of Mr. George Henry Roxby Benson, of Swansea, and was born in 1849. He was educated at Eton and at Balliol College, Oxford, where he graduated third class in classics in 1871. He was called to the bar at the Inner Temple in Trinity Term, 1874, and he practises on the South Wales and Chester Circuit, and at the Glamorgan-shire Sessions.

Mr. THOMAS JESSON, solicitor (of the firm of Fisher, Jesson, & Wilkins), of Ashby-de-la-Zouch, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HORACE JAMES BROWNE has been appointed a Revising Barrister. Mr. Browne is the second son of Mr. Moses Browne, of Cambridge, and was born in 1842. He was educated at Clare College, Cambridge, where he graduated as a junior optime in 1866. He was called to the bar at Lincoln's-inn in Trinity Term, 1870, and he practises on the South-Eastern Circuit, and at the Cambridge, Huntingdonshire, and Isle of Ely Sessions.

Mr. EDWARD CARLILE WILLOUGHBY has been appointed a Revising Barrister. Mr. Willoughby is the eldest son of Mr. Benjamin Edward Willoughby. He was born in 1855, and he was educated at Oriel College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1888, and he practises on the South-Eastern Circuit and at the Sussex and Brighton Sessions.

Mr. RICHARD RINGWOOD has been appointed a Revising Barrister. Mr. Ringwood is the fourth son of Mr. Richard Ringwood. He is an M.A. of Trinity College, Dublin. He was called to the bar at the Middle Temple in Trinity Term, 1873, and he practises on the North-Eastern Circuit and at the West Riding and Leeds Sessions.

Mr. WILLIAM HENRY CLAY has been appointed a Revising Barrister. Mr. Clay is the only son of Mr. William Clay, of Droitwich. He was called to the bar at the Middle Temple in Michaelmas Term, 1868, when

he obtained a certificate of honour of the first class, and he practises on the Oxford Circuit.

Mr. PHILIP BAYLIS has been appointed a Revising Barrister. Mr. Baylis is the only son of Mr. Philip Baylis, of Ledbury. He was born in 1848, and was educated at St. John's College, Cambridge. He was called to the bar at the Inner Temple in Trinity Term, 1875, and he practises on the Oxford Circuit and at the Worcestershire and Herefordshire Sessions.

Mr. JOHN EDWARD PALMER has been appointed a Revising Barrister. Mr. Palmer is the eldest son of Mr. John Palmer, and was born in 1832. He was educated at Trinity Hall, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1854, and he practises on the South-Eastern Circuit.

Mr. DAVID FENWICK STEVENSON has been appointed a Revising Barrister. Mr. Stevenson is the fourth son of Mr. John Carpenter Stevenson, of Liverpool. He was born in 1855, and was educated at Trinity Hall, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1886, and he is a member of the North-Eastern Circuit.

Mr. HARRY WILLIAM CHRISTMAS, solicitor, of 22, Walbrook, and of Eastbourne, has been appointed to act as Consul-General in London for Serbia. Mr. Christmas was admitted a solicitor in 1873.

DISSOLUTIONS OF PARTNERSHIPS, &c.

JOHN ELLISON, ROBERT CRESSWELL BURROWS, and CHARLES FREDERIC FREEMAN, solicitors, of Cambridge, and Haverhill, Suffolk (Ellison, Burrows, & Freeman). Aug. 1. The business at Cambridge will in future be carried on by the said John Ellison and Robert Cresswell Burrows. The business at Haverhill will in future be carried on by the said Charles Frederic Freeman alone.

CHARLES WILLIAM PALMER and JOHN BONNETT, solicitors, Cambridge (Palmer & Bonnett). Aug. 1. [*Gazette*, Aug. 7.]

HENRY WITTON TYNDALL, EDWARD LANT TYNDALL, and JAMES EDWARD DEAKIN, solicitors, Birmingham (Tyndall, Tyndall, & Deakin), so far as the said James Edward Deakin is concerned. Aug. 6. The business will in future be carried on by the said Henry Witton Tyndall and Edward Lant Tyndall on their own account under the style of Tyndall & Tyndall. [*Gazette*, Aug. 11.]

OBITUARY.

MR. DOUGLAS KINGSFORD.

Mr. Douglas Kingsford, barrister, recorder of Margate, died at his residence, 43, Courtfield-road, Kensington, on the 12th inst., from rheumatic gout, after a short illness. Mr. Kingsford was the eighth son of the Rev. Sampson Kingsford, of Faversham, and was born in 1840. He was educated at Trinity College, Cambridge, where he graduated as a senior optime in 1862, and he was called to the bar at the Middle Temple in Michaelmas Term, 1867. He practised on the South-Eastern Circuit, and at the various sessions in the county of Kent. Mr. Kingsford was fortunate in obtaining an early introduction to practice, and he enjoyed, at the time of his death, a large amount of junior business, both criminal and civil. Only a few months ago he was appointed recorder of the borough of Margate. Mr. Kingsford was married in 1869 to the eldest daughter of Mr. Henry Brock Hollingshead, of Billinge Scar, Lancashire.

MR. FREDERICK WILLIAM WALSH, LL.D.

Mr. Frederick William Walsh, LL.D., one of the judges of the Court of Bankruptcy in Ireland, died at his sister's residence, 279, Camden-road, Holloway, on the 8th inst. The deceased judge was educated at Trinity College, Dublin, where he proceeded to the degree of LL.D. He was called to the bar in Ireland in Easter Term, 1876, and he had for many years a large practice in the Court of Chancery. He was elected a bencher of the King's Inns, Dublin, in 1871, and in 1878 he succeeded the present Mr. Justice Harrison as one of the judges of the Court of Bankruptcy in Ireland, and he held that office till his death. He had for a long time suffered from disease of the heart, and he had come to London for change of air, and for further medical advice.

With regard to the letter from Mr. W. S. Norton, which we published last week, Mr. Steinberg writes to the *Times* as follows:—"When I was in practice, Lord Bramwell always returned his brief and fee when unable to attend, and this without searching for a precedent or being asked to do so. I remember on one occasion, some thirty years ago, Lord (then Mr.) Bramwell attended the consultation at Westminster, asked me if I could get the trial postponed, as he had a case in another court on the day fixed, and should be unable to attend. Having many witnesses subpoenaed, several from the country, I was unable to do this. The brief and fees were at once returned, not only the brief fee but the consultation, and Mr. Bramwell's clerk, in doing so, stated that the case for which Mr. Bramwell declined mine was a much smaller fee, but he felt himself bound to attend, as it was an application for a new trial, and he had been engaged in the case at *Nisi Prius*. I may mention that, in my case, I had briefed another Q.C. and two juniors, which made Lord Bramwell's conduct more unusual and honourable."

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

THE VACATION JUDGE.—NOTICE.

The Vacation Judge will not be able to sit in Queen's Bench Chambers on Tuesday, the 18th of August. All summonses returnable on that day will be heard at their respective hours on Thursday, the 20th. The judge will also attend on Friday, the 21st.

The Vacation Judge will sit in Chancery on Wednesday, the 19th of August, as arranged.
August 13th.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

August 6.—*Bill Read a Second Time.*

Public Works Loans.

Bill in Committee.

Parliamentary Elections (Returning Officers).

Bills Read a Third Time.

Evidence by Commission; Telegraph Acts Amendment; Expiring Laws Continuance.

Royal Assent.

The Royal Assent was given by Commission to the following Bills:—Customs and Inland Revenue; Submarine Telegraph; Medical Relief Disqualification Removal; Bankruptcy (Office Accommodation); Public Health (Members and Officers); Metropolitan Board of Works (Money); Ecclesiastical Commissioners Act, 1840, Amendment; Parliamentary Elections Corrupt Practices; Pluralities Acts Amendment; Lunacy Acts Amendment; Revising Barristers; Earl of Mar Restitution; Prince Henry of Battenberg Naturalization; Manchester Ship Canal; and more than thirty private Acts.

August 7.—*Bills Read a Second Time.*

Metropolitan Police Staff Superannuation; Consolidated Fund (Appropriation); East India Army Pensions Deficiency.

Bill in Committee.

Public Works Loans.

Bill Read a Third Time.

Parliamentary Elections (Returning Officers).

August 10.—*Bills Read a Third Time.*

River Thames (No. 2); Metropolitan Police Staff Superannuation; Public Works Loans.

HOUSE OF COMMONS.

August 6.—*Bills Read a Third Time.*

PRIVATE BILLS.—Colne Valley and Halstead Railway; Corporation of London Tower Bridge; Hastings Corporation; Manchester, Middleton, and District Tramways; Mersey Railway; Peckham and East Dulwich Tramways Extensions; Worcester and Broom Railway.

August 7.—*Bill Read a Third Time.*

Criminal Law Amendment.

August 10.—*Bill Read a Second Time.*

Housing of the Working Classes (England).

August 11.—*Bill Read a Second Time.*

Movable Dwellings.

Bills in Committee.

Housing of the Working Classes; Prevention of Crimes Amendment (also read a third time).

August 12.—*Bill Read a Third Time.*

Housing of the Working Classes.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENJAMIN WOODWARD AND CO. LIMITED.—By an order made by Chitty, J., dated Aug 1, it was ordered that the voluntary winding up of the company be continued. Crowder and Co, Lincoln's Inn fields, solicitors for the petitioners.

HYDROPATHIC AND RESIDENTIAL MANSIONS COMPANY, LIMITED.—By an order made by Pearson, J., dated July 27, it was ordered that the company be wound up. Bird, Bedford row, solicitor for the petitioners.

RIVER GAMMA TRADING COMPANY, LIMITED.—Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to Joseph Sherbrook, 9, Gracechurch st. Monday, Nov 30 at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, Aug. 7.]

ALDRINGTON AND BRIGHTON LAND COMPANY, LIMITED.—By an order made by Kay, J., dated Aug 3, it was ordered that the voluntary winding up of the company be continued. Munns and Longden, Old Jewry, solicitors for the petitioner.

BRITISH BISCUIT AND CONFECTIONERY COMPANY, LIMITED.—Chitty, J., has fixed Friday, Aug 21, at 11, at his chambers, for the appointment of an official liquidator.

"CARTAGO," LIMITED.—Petition for winding up, presented Aug 10, directed to be heard before the Vacation Judge on Wednesday, Aug 19. Thomas and Hick, Cannon st, solicitors for the petitioner.

COOKE'S MINING AND SMELTING COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 1, it was ordered that the company be wound up. Davidson and Morris, Queen Victoria st, solicitors for the petitioner.

"ETRURIA" STEAMSHIP COMPANY, LIMITED.—By an order made by Pearson, J., dated Aug 4, it was ordered that the company be wound up. Cooper and Co, solicitors for the petitioner.

GREAT EASTERN SYNDICATE, LIMITED.—Petition for winding up, presented Aug 11, directed to be heard before the Vacation Judge on Aug 19. Miller and Miller, Sherborne lane, solicitors for the petitioner.

LISBON BERLYN (TRANSVAAL) GOLD FIELDS, LIMITED.—Petition for winding up, presented Aug 7, directed to be heard on Wednesday, Aug 19. Wild and Co, Ironmonger lane, solicitors for the petitioner.

NEW CAELAO, LIMITED.—Petition for winding up, presented Aug 10, directed to be heard before the Vacation Judge on Aug 19. Thomas and Hick, Cannon st, solicitors for the petitioner.

NORTH LONDON REFINERY WORKS COMPANY, LIMITED.—By an order made by Pearson, J., dated Aug 4, it was ordered that the voluntary winding up of the company be continued. Hewitt, New Oxford st, solicitor for the petitioner.

SOUTH EUROPE MINING COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 1, it was ordered that the company be wound up. Sheppard and Riley, Moorgate st, solicitors for the petitioners.

WEST CAELAO GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Aug 10, directed to be heard before the Vacation Judge on Wednesday, Aug 19. Thomas and Hick, Cannon st, solicitors for the petitioner.

[Gazette, Aug. 11.]

FRIENDLY SOCIETIES DISSOLVED.

GOOD INTENT LODGE, INDEPENDENT ORDER OF UNITED FRIENDS, Vulcan Hotel, Adam st, Cardiff. Aug 5.

[Gazette, Aug. 11.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

AITCHISON, WILLIAM, Falmouth, Cornwall. Aug 31. Atkinson v Aitchison, Pearson, J. Stuckey, Brighton.

CAMPBELL, ARCHIBALD ALEXANDER, Leadenhall st, Merchant. Sept 1. Barron v Campbell, Chitty, J. Croft, Mildmay chmbrs, Union ct, Old Broad st.

MERCER, LAURENCE JAMES, High Wycombe, Bucks, Gent. Oct 30. Erskine v Mercer, Pearson, J. Hardisty, Gt Marlborough st.

[Gazette, July 31.]

ARMSTRONG, CHRISTOPHER JOHN, Limes, Peckham, Ship's Ironmonger. Oct 20. Pearson and others v Armstrong and others, Bacon, V.C. Ridley, Dartford.

GOOD, JANE MARY, Brighton. Aug 31. Howell v Chalk, Pearson, J. Freeman, Queen st, Cheapside.

[Gazette, Aug. 4.]

DEYKIN, JAMES, Edgbaston, Birmingham, Electroplater. Sept 30. Deykin and Son v Deykin, Pearson, J. Mason, Birmingham.

FERRIS, THOMAS HENRY, Bohun, Wilts. Sept 30. Stiles v Ferris, Pearson, J. Hancock, Devizes.

HUGHES, HARRIET VIBART, Teddington. Sept 1. Vibart v Vibart, Chitty, J. Abbott, Lincoln's Inn fields.

[Gazette, Aug. 7.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ABELL, JOHN, Alderton, Suffolk, Farmer. Aug 31. Moor, Woodbridge.

BAKER, GEORGE, Homfels, Reigate, Surrey, Esq. Sept 1. Munns and Longden, Old Jewry.

BOURNE, ANNE FOWDEN, Clevedon, Somerset. Sept 1. Baker and Langworthy, Bristol.

CHALK, CHARLES, Cardiff, Club Manager. Aug 27. Heard, Cardiff.

CHARLES, JARED JAMES, Chesterton, Cambridge, Builder. Sept 1. Ginn and Matthews, Cambridge.

COLLINS, HENRY, Chevington, Suffolk, Yeoman. Aug 29. Fenn and Co, Newmarket.

COOMBS, WILLIAM, Barry rd, Peckham Rye, Gent. Sept 21. Marsden and Son, Queen st, Cheapside.

CURLING, SARAH, Campden grove, Kensington. Sept 15. Dingwall, Finsbury circus.

FINCH, MARY ANN, Epsom. Aug 31. Lockyer and Dinn, Gresham Bldgs, Basinghall st.

FRASER, DAVID, Gosport, Hants, Master Tailor. Aug 29. Fraser, Moorgate st.

GARDINER, GIDEON GEORGE, Wimpole st, Doctor of Medicine. Aug 11. Montagu, Bucklersbury.

GOODWIN, WILLIAM, Huddersfield, Slater. Bottomley, Huddersfield.

GRUNDY, JOHN, Summersat, Bury, Lancaster, Gent. Aug 17. Grundy and Co, Manchester.

KEMBLE, RACHAEL DOBREE, Grove Hill, Camberwell. Sept 1. Beachcroft and Co, Theobald's rd.

LEON, GEORGE ISAAC, Hove, Sussex, Esq. Aug 11. Montagu, Bucklersbury.

MCCALMAN, ALLAN CAMERON, St Mary's sq, Paddington, Esq. Aug 22. Waterhouse and Co, New ct, Lincoln's Inn.

MCGREGOR, HARRIET, Mevagissey, Cornwall. Aug 22. Coode and Co, St Austell.

MIDDLEHURST, HENRY, Little Woolton, nr Liverpool, Veterinary Surgeon. Sept 1. Rogerson and Co, Liverpool.

MORRIS, WILLIAM, Bolton, Lancaster, Watchmaker. Aug 17. Finney, Bolton.

PERREY, GEORGE, Sydenham, Kent, Gent. Aug 30. Linklater and Co, Walbrook.

PROCKTER, GEORGE HENRY, Hillington, Butler. Aug 28. Woodbridge and Sons, Uxbridge.

PUNDERSON, JOHN, Leeds, Yeoman. Sept 30. Kirkpatrick, Market Weighton.

REEVE, WILLIAM EBENEZER, Oswestry, Salop, Gent. Sept 1. Brittons and Co, Bristol.

ROSCOE, WILLIAM HENRY, Avenue rd, Regent's pk, Stock Dealer. Aug 31. Walker and Co, Gresham Bldgs, Basinghall st.

SHARMAN, JOHN, Nottingham, Machine Builder. Sept 30. Wells and Hind, Nottingham.

SHARP, FREDERICK WILLIAM, Grosvenor rd, Highbury New pk, Gent. Aug 30. Bandler, Basinghall st.

STEVEN, JAMES, Epsom, Surrey, Gent. Aug 31. Andrew, Clement's lane, Lombard st.

VERMULLEN, CAROLINE, Lower Sydenham, Kent. Aug 26. Tyrell Lewis and Co, Albany et yd, Piccadilly.

WHITFORTH, CHARLES JAMES, Hastings, Sussex, Esq. Aug 20. Harrison and Co, Bedford row.

[Gazette, July 21.]

ADAMS, FRANCIS, Cheltenham, Gloucester. Sept 22. Lowe and Co, Temple gds.

ADAMS, HENRY, Manor rd, New Cross, Gent. Aug 31. Sandom and Co, Gracechurch st.

BANNATYNE, EMILY, St George's sq, Regent's park. Sept 1. Billinghurst and Co, Bucklersbury.

BROWN, JOHN BYERS, Seaham Harbour, Durham, Shipowner. Aug 20. Wright, Seaham Harbour
 BUCHANAN, WILLIAM, Cheshunt, Hertford, Doctor of Medicine. Sept 1. Scadding and Bodkin, Gordon st, Gordon sq
 CLARK, THOMAS, Beckenham, Kent. Gent. Aug 31. Holden, Lincoln's inn fields
 CRANE, THOMAS, Halvergate, Norfolk, Gent. Aug 31. Coaks and Co, Norwich
 DYBALL, JOHN, Reginald rd, Deptford, Gent. Aug 31. Sandom and Co, Gracechurch st
 EMERY, JAMES, Scottow, Norfolk, Farmer. Aug 31. Coaks and Co, Norwich
 EMLEY, THOMAS, Burley in Wharfedale, York, Esq. Sept 17. Dunning and Co, Leeds
 FOSTER, HENRY, Chatham, Kent, Newspaper Proprietor. Aug 31. Mann, High st, Chatham
 FOSTER, JAMES, Bristol, Gent. Sept 1. Sinnott and Spofforth, Bristol
 FURST, BERNARD, Higher Broughton, Manchester, Merchant. Sept 10. Farrar and Hall, Manchester
 GONZALEZ, PAULINE VAN DER VILVER, CONDESA DE CASA, Constantina, Spain. Aug 6. Urbano Montejó, Billet st
 HEAD, RICHARD ALEXANDER, Cranbourne st, Cricketing Outfitter. Aug 21. Blackmore and Shield, Alresford
 HEMSTED, STEPHEN, Newbury, Berks, Esq. Sept 30. Mecey and Son, Thatcham
 HUNTER, HENRY, Wigan. Sept 1. Peace and Ellis, Wigan
 LONDONDEBRY, GEORGE HENRY ROBERT CHARLES WILLIAM, Marquis of. Sept 15. Upton and Co, Austin Friars
 MARSH, EDWARD, Bathwick, Bath, Esq. Sept 1. Inman and Co, Bath
 MORRIS, ELEANOR, Greenwich, Kent. Aug 31. Sandom and Co, Gracechurch st
 NEWBROOK, WILLIAM, Edstaston, near Wem, Salop, Farmer. Sept 1. Bygott, Wem
 PRIESTMAN, HADWEN BRAGO, Durham Park, Bristol, Colliery Owner. Sept 8. Watson and Deady, Newcastle upon Tyne
 RENWICK, RICHARD, Gateshead, Durham, Market Gardener. Sept 8. Watson and Deady, Newcastle upon Tyne
 SMITH, EDWIN GEORGE WILLIAM, Eaton ter, Eaton sq, Gent. Sept 21. Gush and Co, Finsbury circus
 SWABEY, FREDERICK, Coryton Park, near Axminster, Devon, Esq. Sept 30. Hanbury and Co, New Broad st
 TATHAM, YOUNG, Dewsbury. Sept 1. Brown, Dewsbury
 WARBURTON, THOMAS, Manchester, Gent. Aug 25. Orford, Manchester
 WOOD, JAMES, Newtown, Wednesbury, Stafford, Spring Manufacturer. Aug 20. Thornycroft, Wolverhampton

[Gazette, July 28.]

AVERY, MARY, Thorn Falcon, Somerset. Dec 1. Friend, Exeter
 BENEDICT, JULIUS, Manchester sq, Marylebone, Knight. Sept 15. Lindsay and Co, Basinghall st
 BERKELEY, MARY CECILIA, Dartmouth row, Blackheath. Sept 5. Margetts, Huntingdon
 BOTT, WILLIAM EAGLE, East India avenue, Shipbroker. Sept 7. Lowless and Co, Martin's lane, Cannon st
 BROWN, ALFRED WILLIAM, Send, nr Woking, Gent. Sept 1. Thornycroft, Bishop's Stortford, Herts
 CARTWRIGHT, WILLIAM HENRY, Blackburn, Lancaster, Gold Plate Manufacturer. Sept 1. Wheeler, Blackburn
 DAVIES, MARIA THERESA, Cardiff. Sept 1. Cory and White, Cardiff
 EDWARDS, JOSEPH, Hutton, Somerset, Land Agent. Sept 1. Woolfries and Powell, Banwell, Somerset
 FRANCIS, MARY, Witham, Essex, Widow. Sept 1. Stevens and Co, Witham
 GALLOWAY, GEORGE FREDERICK, Chorlton upon Medlock, Manchester, Gent. Sept 1. Grundy and Co, Manchester
 GAMLIN, WILLIAM HORNSBY, Bramford Speke, Devon, Esq. Aug 29. Partridge and Cockram, Tiverton
 GARDINER, GIBSON GEORGE, Wimpole st, Doctor of Medicine. Aug 11. Montagu, Bucklersbury
 GREENHILL, CHARLES POPE, South Hill park, Hampstead. Gent. Sept 29. Janson and Co, Finsbury circus
 HAYWARD, JOHN, Epsom st, New Cross, Licensed Victualler. Aug 23. Copland, Mile End, Sharnhurst
 JAYE, WILLIAM, Bexley Heath, Kent. Aug 26. Jaye, High st, Aldershot
 LIVESSEY, EDWARD, Burnley, Lancashire, Gent. Sept 30. Backhouse and Procter, Burnley
 LUCY, LUCY ELIZA, Brighton, Widow. Sept 30. Wilde and Co, College hill
 MARSHALL, WILLIAM, Shirley, Southampton, Esq. Sept 1. Patey and Warren, London Wall
 MORRIS, WILLIAM, Kildgrove, Stafford, Carter. Sept 1. Sherratt, Kildgrove
 ORESTON, THOMAS, Bulkington, Warwick, Farmer. Sept 29. Dewes and Co, Nuneaton
 REMNANT, SAMUEL JAMES, Cornwall rd, Brixton, Esq. Sept 1. Patten, Gray's inn sq
 STRANGE, JOHN CLARE, Streatham Mills, nr Reading. Sept 10. Elliott, Grecian chambers, Devereux ct, Temple
 SWANN, FRANCIS MARIOTT, Nottingham, Merchant. Sept 1. Burton and Eking, Nottingham

[Gazette, July 31.]

BAGNALL, WILLIAM, Handsworth, Stafford, Metal Merchant. Oct 1. Taylor, Birmingham
 BOWEN, ALFRED LONGMORE, Bournemouth, Surgeon. Aug 22. Gush and Co, Finsbury circus
 WATKINS, HANNAH, Shrewsbury, Widow. Sept 1. Drake and Son, Rood lane; Sprott and Son, Shrewsbury
 CABBAN, THOMAS, Bexley Heath. Sept 15. Cabban, Rolvenden Main rd, Bexley Heath
 COLLINGDON, THOMAS, Cardiff, Gent. Sept 22. Hill, Cardiff
 COTTELL, WILLIAM, Sheffield, Joiners' Tool Manufacturer. Aug 31. Swift and Ashington, Sheffield
 DAVIES, SAMUEL, Manchester, Restaurant Keeper. Oct 1. Rylance and Son, Manchester
 FALCONER, REV. WILLIAM, Bushey Rectory, Hertford, Clerk. Sept 30. Inman and Co, Bath
 GILLOTT, WILLIAM, Sheffield, Quarry Owner. Aug 31. Swift and Ashington, Sheffield
 HEYES, WILLIAM, Bolton, Licensed Victualler. Aug 29. Ryley, Bolton
 LITTLE, WILLIAM, HERLES, Moss Side, Manchester, Paperhanger. Oct 1. Heywood and Son, Manchester
 MEAKIN, HENRY, Cobridge, Stafford, Gent. Sept 29. Paddock and Sons, Hanley
 MOORE, JOHN CHADBORNE, Knowle, Warwick, Gent. Sept 1. Price and Son, Birmingham
 MORGAN, FRANCIS STEVENSON, Brooklyn, United States. Sept 5. Watney and Co, Clement's lane
 MOSS, SARAH ANN, Sheffield. Sept 1. Wilson, Sheffield
 ORSHOTT, MARY ANN, Portsmouth. Sept 15. Binsted and Prior, Portsmouth
 PRATER, HORATIO, Devonshire st, Portland pl, M.D. Sept 10. Wilkinson and Howlett, Bedford st, Covent garden
 SILK, JOSEPH, Handsworth, Stafford, Gent. Sept 1. Price and Son, Birmingham
 THORNE, ROBERT, Canton st, Poplar, Gent. Sept 14. Birchall and Co, Mark lane
 UREN, WILLIAM, Bristol, Gent. Sept 29. Miller, Bristol
 WHITAKER, R. BERT, Nevern sq, Earl's Court, Builder. Aug 31. Bircham and Co, Parliament st
 WOOD, MICHAEL, Wolverhampton, Licensed Victualler. Aug 31. Thornycroft, Wolverhampton

[Gazette, Aug 4.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FLETCHER.—Aug. 6, at Stanhope-street, Hyde-park-gardens, the wife of John Martineau Fletcher, barrister-at-law, of a son, stillborn.
 GREATHEAD.—July 29, at 10, The Banks, Rochester, Kent, the wife of J. Arthur W. Greathead, solicitor, of a daughter.
 MERCER.—Aug. 7, at Wellesley House, Upper Walmer, the wife of Cecil John Mercer, solicitor, of a son.

DEATHS.

BARRATT.—Aug. 6, at Prizett, near Kendal, John Reginald Barratt, solicitor, Liverpool, aged 27.
 KINGSFORD.—Aug. 12, at 43, Courtfield-road, S.W., Douglas Kingsford, of the Middle Temple, barrister-at-law, recorder of Margate, aged 45.
 PARKER.—Aug. 1, at 5, Henrietta-street, Brunswick-square, Thomas Parker, barrister-at-law, aged 83.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.
Under the Bankruptcy Act, 1869.

TUESDAY, Aug 11, 1885.

Parnell George Thomas, Charing Cross, Mining Engineer. Aug 7

THE BANKRUPTCY ACT, 1883.

FRIDAY, Aug 7, 1885.

RECEIVING ORDERS.

Becker, George, Queen's rd, Brownswood pk, Commission Agent. High Court. Pet July 17. Ord Aug 4. Exam Sept 22 at 11 at 34, Lincoln's inn fields
 Bowerman, William, Pembroke Dock, Plasterer. Pembroke Dock. Pet Aug 5. Ord Aug 5. Exam Aug 28 at 12 at the Temperance Hall, Pembroke Dock
 Bunting, W G, Penywern rd, Earls court, Fancy Box Maker. High Court. Pet July 10. Ord Aug 3. Exam Sept 22 at 11.30 at 34, Lincoln's inn fields
 Burton, Frank, Gainsborough, Tailor. Lincoln. Pet Aug 1. Ord Aug 1. Exam Aug 17 at 2.30
 Campbell, Hugh, Plymouth, Boot Dealer. East Stonehouse. Pet July 29. Ord Aug 4. Exam Aug 20 at 12
 Cornwell, Frederick Charles, West Wrattling, Cambs, Butcher. Cambridge. Pet Aug 5. Ord Aug 5. Exam Sept 30 at 2
 Culshaw, George, Preston, Lancashire, Bread Baker. Preston. Pet Aug 4. Ord Aug 4. Exam Aug 21
 Delbridge, Joseph Shapley, Dawlish, Devon, Architect. Exeter. Pet Aug 4. Ord Aug 4. Exam Aug 20 at 11
 Groot, Charles, Nantwich Cheshire, Commission Agent. Nantwich and Crewe. Pet Aug 4. Ord Aug 4. Exam Oct 13 at 12 at Nantwich
 Hall, George, Liverpool, Slater. Liverpool. Pet July 21. Ord Aug 5. Exam Aug 17 at 12 at Court house, Government bldgs, Victoria st, Liverpool
 Hardy, George, Park rd, Craven pk, Harlesden, Builder. High Court. Pet July 9. Ord Aug 1. Exam Sept 22 at 11.30 at 34, Lincoln's inn fields
 Harlow, Jonathan, Spitalfields Market, Spitalfields, Potato, Fruit, and Vegetable Salesman. High Court. Pet Aug 4. Ord Aug 4. Exam Sept 22 at 11.30 at 34, Lincoln's inn fields
 Harmer, Joseph Norman, High st, St John's Wood, Jeweller. High Court. Pet Aug 1. Ord Aug 1. Exam Sept 22 at 11.30 at 34, Lincoln's inn fields
 Hartog, George, Coleman st, Merchant. High Court. Pet July 21. Ord Aug 1. Exam Sept 22 at 11.30 at 34, Lincoln's inn fields
 Hodge, William, St George, Gloucestershire, Grocer. Bristol. Pet Aug 5. Ord Aug 5. Exam Oct 9 at 12 at Guildhall, Bristol
 Holmes, George, Barking, Essex, Fisherman. Chelmsford. Pet Aug 5. Ord Aug 5. Exam Aug 17 at 12 at Shirehall, Chelmsford
 Hoekirk, Walter, Parade, Leamington, Publican. Warwick. Pet July 30. Ord July 30. Exam Oct 13
 Howard, George Henry, Stratford upon Avon, Jeweller. Warwick. Pet Aug 5. Ord Aug 5. Exam Oct 13
 Ingham, Edward, jun, Leeds, out of business. Leeds. Pet Aug 5. Ord Aug 5. Exam Aug 25 at 11
 Johnston, Henry John, Larcher terr, Victoria Docks, Essex, Builder. High Court. Pet Aug 1. Ord Aug 1. Exam Sept 22 at 11.30 at 34, Lincoln's inn fields
 Jones, Ben Charles, Warwick gdns, Kensington, Retired Captain. High Court. Pet July 8. Ord Aug 6. Exam Sept 22 at 11 at 34, Lincoln's inn fields
 Lloyd, John Harries, Newport, Mon, Ironmonger. Newport. Pet Aug 4. Ord Aug 4. Exam Sept 4 at 11
 Massey, George, and George Hargreaves, Sefton pk, nr Liverpool, Builders. Liverpool. Pet July 24. Ord Aug 5. Exam Aug 17 at 12 at Court house, Government bldgs, Victoria st, Liverpool
 McCrorey, Patrick, Pow st, Worthington, Tailor. Cockermouth and Worthington. Pet July 23. Ord Aug 3. Exam Aug 24 at 4
 Oates, Ann, and Henry Oates, Heckmondwike, Yorks, Merchants. Dewsbury. Pet Aug 4. Ord Aug 4. Exam Aug 21
 Parfett, George, Cronall, Hampshire, Builder. Guildford and Godalming. Pet Aug 1. Ord Aug 4. Exam Oct 29 at 1
 Prentice, George Seward, Charlton Kings, Gloucestershire, Gent. Cheltenham. Pet Aug 4. Ord Aug 4. Exam Oct 2 at 12
 Robinson, Richard, Netherton, Worcestershire, Licensed Victualler. Dudley. Pet Aug 1. Ord Aug 1. Exam Aug 18 at 11
 Shand, Adam, Kingston upon Hull, Sewing Machine Dealer. Kingston upon Hull. Pet Aug 4. Ord Aug 4. Exam Aug 17 at 2 at Court house, Townhall, Hull
 Skipper, James Stark, Gt Yarmouth, Solicitor. Norwich. Pet July 9. Ord Aug 4. Exam Aug 19 at 12 at Shirehall, Norwich Castle
 Smith, William, Leeds, Builder. Leeds. Pet Aug 5. Ord Aug 5. Exam Aug 25 at 11
 Spence, George, Guisborough, Yorks Grocer. Stockton on Tees and Middlesborough. Pet Aug 5. Ord Aug 5. Exam Aug 12
 Stead, Joseph, York, out of business. York. Pet Aug 4. Ord Aug 4. Exam Sept 16 at 12 at Guildhall, York
 Stone, Joseph Henry, Junction rd, Holloway, Butcher. High Court. Pet Aug 4. Ord Aug 4. Exam Sept 22 at 12 at 34, Lincoln's inn fields
 Wardingley, Harriott, Sheffield, Provision Dealer, Sheffield. Pet Aug 4. Ord Aug 4. Exam Aug 27 at 11.30

FIRST MEETINGS.

Bailey, Thomas, B Avenue, Central Meat Market, Salesman. Aug 14 at 12. 33, Carey st, Lincoln's inn
 Beckinsale, Albert, Newbury, Berks, Baker. Aug 14 at 12.30. The Temperance Hall, Newbury
 Brodie, Robert, Elgin rd, Paddington, Brick Manufacturer. Aug 17 at 11. Official Receiver, 166, Queen st, Portico
 Burton, Frank, Gainsborough, Lincolnshire, Tailor. Aug 17 at 12. Official Receiver, 2, St. Benedict's sq, Lincoln
 Campbell, Hugh, Plymouth, Boot Dealer. Aug 18 at 1. Royal Hotel, Bristol
 Clay, Joseph, Wellington, Salop, Corn Merchant. Aug 19 at 11.30. County Court, Madeley
 Cornwell, Frederick Charles, West Wrattling, Cambridgeshire, Butcher. Aug 18 at 3. C. F. Freeman, Solicitor, Haverhill

Culshaw, George, Preston, Lancashire, Bread Baker. Aug 14 at 3. Official Receiver, 14, Chapel st, Preston
 Delbridge, Joseph Shapley, Dawlish, Devon, Architect. Aug 18 at 3. Castle of Exeter at Exeter
 Drinkwater, Herbert Charles, Parliament st, Contractor for Public Works. Aug 17 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 Erskine, Robert, Newcastle-on-Tyne, Grocer. Aug 17 at 11. Official Receiver, County Chmbrs, Newcastle-on-Tyne
 Florenstein, Isaac, Birmingham, Pawnbroker. Aug 14 at 3. Official Receiver, Birmingham
 Goodwin, Thomas Ledger, Salford, Lancashire, Grocer. Aug 19 at 12.15. The Court House, Encombe pl, Salford
 Hebborn, Ralph, Clifford, Yorkshire, Butcher. Aug 18 at 12.30. Official Receiver, York
 Henock, Frederick William, Horsham, Sussex, Upholsterer. Aug 14 at 3. 39, Bond st, Brighton
 Hickes, Thomas James, Bath, Tile Manufacturer. Aug 17 at 12.30. Official Receiver, Bank Chambers, Bristol
 Johnson, Frederick John, Ethelrow st, Barry rd, East Dulwich, Builder. Aug 17 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 Long, Joseph, Blackburn, Lancashire, Iron Broker. Aug 18 at 2.30. County Court House, Blackburn
 Mallabarr, George Lowes, nr Bardon Mill, Haltwistle, Farmer. Aug 14 at 12. Official Receiver, 34, Fisher st, Carlisle
 McDonald, William Stopani, Leeds, Seedsman. Aug 17 at 11. Official Receiver, St. Andrew's chmbrs, 22, Park row, Leeds
 Pantom, George, Manchester, Clerk. Aug 19 at 12. Court House, Encombe pl, Salford
 Phelps, Mary, and Victoria Joan Phelps, Yeovil, Milliners. Aug 14 at 1.15. Official Receiver, Salisbury
 Rushton, David, formerly Sibsey, Lincolnshire, Farmer. Sept 7 at 12. Official Receiver, 48, High st, Boston
 Shand, Adam, Kingston-upon-Hull, Sewing Machine Dealer. Aug 18 at 2. Hul Incorporated Law Society, Lincoln's inn bldg, Bowllalley lane, Hull
 Skipper, James Stark, Great Yarmouth, Solicitor. Aug 19 at 10.30. H. P. Gould, Official Receiver, 8, King st, Norwich
 Stead, Joseph, York, out of business. Aug 18 at 1.30. Official Receiver, York
 Strutt, Arthur, Great Totham, Essex, Innkeeper. Aug 14 at 11. County Court, Maldon, Essex
 Wells, Thomas, Kingsland rd, Wholesale Bootmaker. Aug 14 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 Winks, Edward, Rotherham, Yorkshire, Butcher. Aug 17 at 3. Official Receiver, Bank st, Sheffield

ADJUDICATIONS.

Armitage, Alfred, Anfield, Lancashire, Tailor. Liverpool. Pet June 2. Ord Aug 5
 Benton, George Sollers, Droitwich, Worcestershire, out of business. Worcester. Pet July 21. Ord Aug 5
 Burton, Frank, Gainsborough, Lincolnshire, Tailor. Lincoln. Pet Aug 1. Ord Aug 1
 Campbell, Percy, Draper's gds, Throgmorton st, Stockbroker. High Court. Pet May 2. Ord Aug 3
 Clayton, James, Nottingham, Printer. Nottingham. Pet July 28. Ord Aug 4
 Crandle, John, Plumstead, Tailor. Greenwich. Pet July 15. Ord Aug 1
 Delbridge, Joseph Shapley, Dawlish, Devon, Architect. Exeter. Pet Aug 4. Ord Aug 5
 Dickinson, John, High Harrogate, Mason. York. Pet July 16. Ord Aug 1
 Fox, Anthony Stoddart, Basingstoke, Auctioneer. Winchester. Pet May 23. Ord Aug 5
 Harmer, Joseph Norman, High st, St. John's Wood, Jeweller. High Court. Pet Aug 1. Ord Aug 1
 Harwood, James, Over Darwen, Lancashire, Grocer. Blackburn. Pet July 21. Ord Aug 5
 Hodge, William, Saint George, Gloucestershire, Grocer. Bristol. Pet Aug 5. Ord Aug 5
 Manners, William Manners, Ilkeston, Derbyshire, Builder. Derby. Pet July 2. Ord Aug 4
 Martin, Henry Thomas, Eastbourne, Decorator. Lewes and Eastbourne. Pet July 10. Ord Aug 5
 Mason, John, West Hartlepool, Joiner. Sunderland. Pet June 16. Ord Aug 1
 Millward, Bennet, Sion rd, New Thornton Heath, Surrey, Builder. High Court. Pet July 9. Ord Aug 5
 Russell, John, and Thomas Russell, Bartholomew close, Rag Merchants. High Court. Pet May 27. Ord July 31
 Spence, George, Guisbrough, Yorkshire, Grocer. Stockton on Tees and Middlesbrough. Pet Aug 5. Ord Aug 5
 Stent, James, Linbuck, Hants, Grocer. Portsmouth. Pet May 23. Ord July 10
 Tompleman, Thomas Lovibond, Taunton, Plumber. Taunton. Pet July 20. Ord Aug 4
 Thompson, Andrew, Newcastle on Tyne, Fruiterer. Newcastle on Tyne. Pet July 22. Ord Aug 5
 Tippet, George Frederick John, Colville rd, Notting hill. High Court. Pet June 11. Ord Aug 1
 Walton, James, Rawtenstall, Lancashire, Stone Merchant. Blackburn. Pet July 18. Ord Aug 5
 Will, Cornelius, Battersen Park rd, Hay Dealer. Wandsworth. Pet July 7. Ord Aug 4

ADJUDICATION ANNULLED.

Phillips, John, Brighton, Chemist. Brighton. Adjud Jan 25. Annul July 30

TUESDAY, Aug. 11, 1885.

RECEIVING ORDERS.

Amey, Charles, Bath, Theatre Proprietor. Bath. Pet Aug 7. Ord Aug 7. Exam Sept 17 at 11.30
 Aubertin, Francois Joseph, Eugene George Aubertin, and Francois Jacques Alexandre Aubertin, Cardiff. Cardiff. Pet Aug 4. Ord Aug 4. Exam Oct 8 at 2
 Baker, William Edward, Springbourne, nr Bournemouth, Grocer. Poole. Pet Aug 6. Ord Aug 6. Exam Aug 28 at 1.45 at Townhall, Poole
 Barrow, Frederick, North Shields, Licensed Victualler. Newcastle on Tyne. Pet Aug 6. Ord Aug 6. Exam Aug 20
 Bazire, Paul, Francois Athanas, Middlesbrough, Teacher of Languages. Stockton on Tees and Middlesbrough. Pet Aug 7. Ord Aug 7. Exam Aug 19
 Bly, William Percy, Tring, Hertfordshire, General Dealer. Aylesbury. Pet Aug 8. Ord Aug 8. Exam Sept 8 at 12.30
 Bontor, Herbert John, Chiswick, Salesman. Brentford. Pet Aug 6. Ord Aug 6. Exam Sept 8 at 2
 Carey, William, Maesteg, Glamorganshire, Watchmaker. Cardiff. Pet Aug 6. Ord Aug 6. Exam Oct 8 at 2
 Carter, Alfred, Snitterfield, nr Stratford upon Avon, Coal Dealer. Warwick. Pet Aug 6. Ord Aug 6. Exam Oct 13
 Cottrill, James, Studley, Warwickshire, Needle Manufacturer. Warwick. Pet Aug 6. Ord Aug 6. Exam Oct 13
 Donne, Thomas, Llandaff, Farm Bailiff. Cardiff. Pet Aug 4. Ord Aug 4. Exam Oct 8 at 2
 Edwards, John, Salisbury terrace, West Kensington park, Cabinetmaker. High Court. Pet Aug 7. Ord Aug 7. Exam Sept 29 at 11 at 34, Lincoln's inn fields
 Emerson, Robert, John, Rickmansworth, Hertfordshire, Painter. St Albans. Pet Aug 8. Ord Aug 8. Exam Aug 31 at 12

Forrester, Joseph, Marchwiel, nr Wrexham, Farmer. Wrexham. Pet Aug 8. Ord Aug 6. Exam Sept 16 at 2
 Gill, George, Sheffield, Cutlery Manufacturer. Sheffield. Pet Aug 6. Ord Aug 6. Exam Aug 27 at 11.30
 Goodall, Oliver, Heckmondwike, Yorkshire, Jeweller. Dewsbury. Pet Aug 8. Ord Aug 8. Exam Aug 21
 Halley, George Edmund, Bouverie st, Fleet st, Newspaper Proprietor. High Court. Pet Aug 5. Ord Aug 8. Exam Sept 29 at 11.30 at 34, Lincoln's inn fields
 Hendon, David, Calne, Wiltshire, Gardener. Swindon. Pet Aug 6. Ord Aug 6. Exam Sept 23 at 2
 Hird, William, Lincoln, Cowkeeper. Lincoln. Pet Aug 8. Ord Aug 8. Exam Aug 19 at 2.30
 Holland, John, Sandbach, Cheshire, Miller. Macclesfield. Pet July 23. Ord Aug 6. Exam Oct 8 at 11
 Jolly, Henry, Oakengates, Salop, Watchmaker. Madeley, Shropshire. Pet Aug 7. Ord Aug 7. Exam Aug 19
 Jones, Francis Henry, Cardiff, Fishmonger. Cardiff. Pet Aug 7. Ord Aug 7. Exam Oct 8 at 2
 Jones, John David, Pontycymer, nr Bridgend, Glamorganshire, Draper. Cardiff. Pet Aug 7. Ord Aug 7. Exam Oct 8 at 2
 Lark, Arthur, Gt Yarmouth, Rootmaker. Gt Yarmouth. Pet Aug 6. Ord Aug 6. Exam Aug 28 at 2.30 at Townhall, Gt Yarmouth
 Llewellyn, Phillip, Bredgar, nr Sittingbourne, Grocer. Rochester. Pet Aug 5. Ord Aug 5. Exam Aug 28 at 2
 Manning, George, Exeter, Sewing Machine Dealer. Exeter. Pet Aug 6. Ord Aug 6. Exam Aug 20 at 11
 Maginnes, Henry, King's rd, Chelsea, Bootmaker. High Court. Pet Aug 8. Ord Aug 7. Exam Sept 29 at 11.30 at 34, Lincoln's inn fields
 Michael, Joseph Jacob, Devonshire chmbrs, Bishopsgate st, Timber Merchant. High Court. Pet July 17. Ord Aug 7. Exam Sept 29 at 11 at 34, Lincoln's inn fields
 Miller, Charles, St Stephen's rd, Hounslow, Builder. Brentford. Pet July 20. Ord Aug 4. Exam Oct 6 at 2
 Peasnam, William, Upper Addiscombe rd, Croydon, Builder. Croydon. Pet July 8. Ord July 31. Exam Oct 9
 Porter, William, Warrington, Builder. Warrington. Pet July 27. Ord Aug 6. Exam Aug 20 at 12
 Shorrocks, James, Blackburn, Lancashire, Cabinetmaker. Blackburn. Pet Aug 8. Ord Aug 8. Exam Aug 25 at 11.30
 Scott, James Finlay, Manchester, Oil Merchant. Manchester. Pet July 23. Ord Aug 8. Exam Aug 20 at 11
 Scott, William Alfred, Woodburn Green, Bucks, Coal Dealer. Aylesbury. Pet July 27. Ord Aug 7. Exam Sept 9 at 11.30 at County Hall, Aylesbury
 Smith, Beauchamp, High st, Ealing, Provision Dealer. Brentford. Pet Aug 5. Ord Aug 5. Exam Aug 28 at 2
 Smith, John Roulston, Chivers Cotton, nr Nuneaton, Warwickshire, Corn Agent. Coventry. Pet Aug 6. Ord Aug 6. Exam Aug 31
 Southwick, Edward, Rowley Regis, Staffordshire, Builder. Dudley. Pet Aug 6. Ord Aug 6. Exam Aug 25 at 11
 Stead, William Henry, Hereford, Timber Merchant. Hereford. Pet Aug 7. Ord Aug 7. Exam Aug 28
 Stringfellow, Thomas, Sheffield, Builder. Sheffield. Pet Aug 5. Ord Aug 6. Exam Aug 27 at 11.30
 Thomas, David, and Albert Thomas, Aberdare, Glamorganshire, Jewellers. Aberdare. Pet Aug 6. Ord Aug 6. Exam Sept 2
 Thomlinson, Robert, and George Thomson, Liverpool, Steamship Owners. Liverpool. Pet Aug 6. Ord Aug 7. Exam Aug 20 at 11.30 at the Court house, Government bldg, Victoria st, Liverpool
 Troughton, Michael, Birstal, Yorks, Licensed Victualler. Bradford. Pet Aug 7. Ord Aug 8. Exam Aug 25
 Tucker, George F, Crosby sq, Bishopsgate st, High Court. Pet July 15. Ord Aug 6. Exam Sept 29 at 11, at 34, Lincoln's inn fields
 Turner, James, Nantyglo, Monmouthshire, Tailor. Tredegar. Pet Aug 8. Ord Aug 8. Exam Aug 29 at 10.30, at County Court Office, Tredegar
 Waller, Edwin, Lower Ranelagh grove, St George's, Hanover sq, Jobbing Builder. High Court. Pet Aug 7. Ord Aug 7. Exam Sept 29 at 11 at 34, Lincoln's inn fields
 Watts, Caleb, Haverfordwest, Road Surveyor. Pembroke Dock. Pet Aug 4. Ord Aug 6. Exam Aug 28 at 12.30, at Temperance Hall, Pembroke Dock
 Worthington, Charles, Walton on Thames, Coach Builder. Kingston, Surrey. Pet June 19. Ord Aug 6. Exam Oct 16 at 4

FIRST MEETINGS.

Baker, William Edward, Springbourne, near Bournemouth, Grocer. Aug 20 at 1.1. Official Receiver, Salisbury
 Barrow, Frederick, North Shields, Northumberland, Licensed Victualler. Aug 20 at 2. Official Receiver, County chmbrs, Newcastle on Tyne
 Castle, William, Launton, Oxfordshire, Farmer. Aug 20 at 10.30. Official Receiver, 1, Saint Aldates, Oxford
 Clark, Thomas, Masons' avenue, Coleman st, Auctioneer. Aug 19 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 Cowdy, Samuel Angus, and Charles Woodrow Mayer, Coleman st, Merchants. Aug 19 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 Dixon, James Rushton, Nottingham, Baker. Aug 18 at 12. Official Receiver, Nottingham
 Etches, Jacob, Wakefield, York, Furniture Dealer. Aug 18 at 2.30. Stratford Arms Hotel, Market place, Wakefield
 Forrester, Joseph, Marchwiel, near Wrexham, Farmer. Aug 20 at 2.30. Official Receiver, Crypt chmbrs, Chester
 Garnett, John, Hackney rd, Leather Merchant. Aug 19 at 1. 33, Carey st, Lincoln's inn
 Hendon, David, Calne, Wilts, Gardener. Aug 19 at 3. The Angel Hotel, Chippenham, Wilts
 Hensman, Henry Charles, Duston, Northamptonshire, Agricultural Implement Agent. Aug 18 at 12. County Court bldg, Northampton
 Hird, William, Lincoln, Cowkeeper. Aug 19 at 12. Official Receiver, 2, St Benedict's sq, Lincoln
 Hobbs, H W, Devonshire st, Portland place. Aug 20 at 11. 33, Carey st, Lincoln's inn
 Hodge, William, Saint George, Gloucestershire, Grocer. Aug 19 at 12.30. Official Receiver, Bank chmbrs, Bristol
 Holland, John, Sandbach, Cheshire, Miller. Aug 20 at 11. Official Receiver, 23, King Edward st, Macclesfield
 Holmes, George, Barking, Essex, Fisherman. Aug 19 at 3. Auction Mart, Tokenhouse yard, London
 Ingham, Edward, jun, Leeds, out of business. Aug 18 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
 Llewellyn, Phillip, Bredgar, nr Sittingbourne, Grocer. Aug 20 at 11.30. Official Receiver, Eastgate, Rochester
 Lloyd, John Harries, Newport, Mon, Ironmonger. Aug 18 at 2. Official Receiver, 35, Colmore row, Birmingham
 McCrorey, Patrick, Worlington, Cumberland, Tailor. Aug 20 at 3. 67, Duke st, Whitehaven
 McCulloch, Henry Johnson, Finsbury circus, Engineer. Aug 19 at 1. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 Mousall, Habib, Liverpool, Merchant. Aug 19 at 3. Official Receiver, 35, Victoria st, Liverpool
 O'Connor, Cornelius, Kellest rd, Brixton, Tailor. Aug 19 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields

Pickering, George Edward, Leeds, Solicitor. Aug 18 at 3. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.
 Pickering, John, Leeds, Land Agent. Aug 18 at 2. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.
 Porter, William, Warrington, Builder. Aug 20 at 10.30. Official Receiver, 2, Cairo st, Warrington.
 Prentice, George Seward, Charlton Kings, Gloucestershire, Gent. Aug 18 at 3.45. County Court, Cheltenham.
 Price, William Henry, Cardiff, Grocer. Aug 19 at 2.30. Official Receiver, Corn st, Bristol.
 Rolinson, Richard, Dudley, Worcestershire, Licensed Victualler. Aug 18 at 10. Official Receiver, Dudley.
 Ruffles, Alfred John, Union ct, Old Broad st, Engineer. Aug 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Smith, William, Leeds, Builder. Aug 18 at 4. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.
 Southwick, Edward, Rowley Regis, Staffordshire, Builder. Aug 23 at 10. Official Receiver, Dudley.
 Stewart, George W, Chapter rd, Kennington, Builder. Aug 20 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Thomas, David, and Albert Thomas, Aberdare, Glamorganshire, Jewellers. Aug 20 at 12. Official Receiver, Merthyr Tydfil.

The following amended notice is substituted for that published in the London Gazette of Aug. 4, 1885.

Goold, John Canning, Birmingham, Silk Merchant. Aug 18 at 11. Official Receiver, Birmingham.

ADJUDICATIONS.

Baker, William Edward, Springbourne, nr Bournemouth, Grocer. Poole. Pet Aug 6. Ord Aug 8.
 Balman, Albert Richard, Wiveliscombe, Somersetshire, Currier. Taunton. Pet July 29. Ord Aug 8.
 Barnard, Joseph Morling, Portland rd North, Lower Clapton, Job Master. High Court. Pet July 28. Ord Aug 8.
 Barrow, Frederick, North Shields, Northumberland, Licensed Victualler. Newcastle on Tyne. Pet Aug 6. Ord Aug 8.
 Bazire, Paul Françoise Athanase, Middlesborough, Teacher of Languages. Stockton on Tees and Middlesborough. Pet Aug 7. Ord Aug 7.
 Becker, George, Queen's rd, Brownswood Park, Commission Agent. High Court. Pet July 13. Ord Aug 6.
 Bickle, Henry, Ossett, Yorks, Mungo Manufacturer. Dewsbury. Pet July 13. Ord Aug 6.
 Blake, Richard Porson, Ipswich, Corn Merchant. Ipswich. Pet July 23. Ord Aug 7.
 Brickill, William, Sale, Cheshire, Wheelwright. Manchester. Pet July 13. Ord Aug 7.
 Cartwright, John, Sandiacre, Derbyshire, Wheelwright. Derby. Pet July 21. Ord Aug 6.
 Chamberlayne, A H, Guildford st, Russell sq, Theatrical Manager. High Court. Pet July 12. Ord Aug 7.
 Cohen, Ezra Joshua, Salford, out of business. Salford. Pet July 7. Ord Aug 8.
 Cornwell, Frederick Charles, West Watting, Cambs. Butcher. Cambridge. Pet Aug 5. Ord Aug 6.
 Crosby, George, Stoke upon Trent, Stationer. Stoke upon Trent and Longton. Pet July 13. Ord Aug 8.
 Culshaw, George, Preston, Lancashire, Baker. Preston. Pet Aug 4. Ord Aug 6.
 Dixon, James Rushton, Nottingham, Baker. Nottingham. Pet Aug 1. Ord Aug 5.
 Elbourn, William, Basingbourn, Cambridgeshire, Farmer. Cambridge. Pet July 24. Ord Aug 8.
 Fairs, William John, York, Licensed Victualler. York. Pet July 23. Ord Aug 7.
 Fischer, Emil, Liverpool, Mill Furnisher. Liverpool. Pet July 17. Ord Aug 8.
 Foxcroft, William, Edgbaston, Birmingham, Lamp Manufacturer. Birmingham. Pet July 23. Ord Aug 7.
 Goodwin, Thomas Ledger, Salford, Lancashire, Grocer. Salford. Pet July 29. Ord Aug 6.
 Grocott, Charles, Nantwich, Cheshire, Commission Agent. Nantwich and Crewe. Pet Aug 4. Ord Aug 7.
 Haines, Sarah Ann, Bournemouth, Hants, Lodging house Keeper. Acole. Pet July 22. Ord Aug 7.
 Hartog, George, Coleman st, Merchant. High Court. Pet July 29. Ord Aug 8.
 Hendon, David, Calne, Wilts, Gardener. Swindon. Pet Aug 6. Ord Aug 7.
 Hird, William, Lincoln, Cowkeeper. Lincoln. Pet Aug 8. Ord Aug 8.
 Holland, John, Sandbach, Cheshire, Miller. Macclesfield. Pet July 23. Ord Aug 7.
 Ingham, Edward, jun, Armley, Yorks, out of business. Leeds. Pet Aug 5. Ord Aug 7.
 Jolly, Henry, Oakengates, Salop, Watchmaker. Madeley, Shropshire. Pet Aug 7. Ord Aug 7.
 Linaker, William, Gorsegate, Southport, Lancashire, General Draper. Liverpool. Pet July 18. Ord Aug 7.
 Llewellyn, Philip, Broadgar, nr Sittingbourne, Grocer. Rochester. Pet Aug 5. Ord Aug 6.
 Malabar, George, The Shaws, nr Bardon Mill, Haltwhistle, Farmer. Carlisle. Pet Aug 1. Ord Aug 7.
 McCree, Patrick, Pow st, Workington, Tailor. Cockermouth and Workington. Pet July 23. Ord Aug 6.
 Mellowew, Thomas, Oldham, Lancashire, Brick Manufacturer. Oldham. Pet July 11. Ord Aug 5.
 Needham, Francis, Manchester, Merchant. Manchester. Pet July 15. Ord Aug 7.
 Pollard, Samuel, Wigfill, Yorks, out of business. York. Pet July 23. Ord Aug 7.
 Richardson, Martha, Leeds, General Dealer. Leeds. Pet June 27. Ord Aug 5.

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Rogers, George, Northfleet, Kent, Bootseller. Rochester. Pet July 17. Ord Aug 7.
 Smith, Arthur, Liverpool, Clothier. Liverpool. Pet July 11. Ord Aug 8.
 Smith, William, Leeds, Builder. Leeds. Pet Aug 5. Ord Aug 7.
 Spendlove, James, Gretton, Northamptonshire, Farmer. Leicester. Pet June 12. Ord Aug 7.
 Stead, Joseph, York, out of business. York. Pet Aug 4. Ord Aug 7.
 Stringfellow, Thomas, Sheffield, Builder. Sheffield. Pet Aug 5. Ord Aug 7.
 Tempest, Richard Spencer, Bradford, Yorks, Druggist. Bradford. Pet July 21. Ord Aug 8.
 Thomas, David, and Albert Thomas, Aberdare, Glamorganshire, Jeweller. Aberdare. Pet Aug 6. Ord Aug 8.
 Tucker, James, Nantyglo, Monmouthshire, Tailor. Tredegar. Pet Aug 8. Ord Aug 8.
 Turner, John Edwin, and James Robinson Gilson, Hyde, Cheshire, Hat Manufacturers. Ashton under Lyne and Stalybridge. Pet July 23. Ord Aug 7.
 Waller, Edwin, Lower Ranelagh grove, St George's, Hanover sq, Jobbing Builder. High Court. Pet Aug 7. Ord Aug 7.
 Wheelwright, George, West Hartlepool, Joiner. Sunderland. Pet July 9. Ord Aug 5.
 Whiting, Harley, Hemington, Leicestershire, Market Gardener. Leicester. Pet July 2. Ord Aug 7.
 Williamson, William Parker, Leeds, Bicycle Agent. Leeds. Pet July 18. Ord Aug 7.
 Withers, William Bolter, Lyndhurst, Hants, Builder. Southampton. Pet July 20. Ord Aug 6.

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CONTENTS.

CURRENT TOPICS	677
ACCEPTANCE TO SATISFY THE STATUTE OF FRAUDS	678
THE ORGANIZATION OF A SOLICITOR'S OFFICE	679
REVIEWS	680
CORRESPONDENCE	680
CASES OF THE WEEK:—	
COURT OF APPEAL:—	
In re The Mutual Permanent Benefit Building Society	681
Swinburne v. Ainslie	681
Ker v. Williams	681
Savage v. Payne	681
HIGH COURT OF JUSTICE:—	
In re De Otadny's Trade-mark	681
Dyke v. Stephens	682
The Midland Railway Co. v. Miles	682
Sebright v. Thornton	682

Ex parte The Governors of The Bethlehem Hospital and of The Bridewell Hospital	682
In re King, deceased	683
In re Christina, deceased, Martin v. Lacon	683
De Burgh Lawson v. De Burgh Lawson	683
BANKRUPTCY CASES:—	
In re Manning	683
CASES AFFECTING SOLICITORS:—	
Re Asquith, Asquith v. Asquith	683
Smith v. Wills	684
LEGAL APPOINTMENTS	684
OBITUARY	684
NEW ORDERS, &c.	685
LEGISLATION OF THE WEEK	685
COMPANIES	685
CREDITORS' CLAIMS	685
LONDON GAZETTES, &c., &c.	686

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